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ADMINISTRATIVE INFORMATION

A. ISSUING OFFICE

This Request for Proposal (RFP) is issued for the State of Colorado, by the Colorado Division of Purchasing, for the benefit of Telecommunication Services, Colorado Information Technology Services, a Division of the Colorado Department of Personnel/General Support Services. The Division of Purchasing is the sole point of contact concerning this RFP. All communication must be done through the Division of Purchasing.

B. INVITATION TO SUBMIT PROPOSALS

The State of Colorado is posting this RFP on the BIDS system so that prospective vendors who have an interest or are known to do business relevant to this RFP may submit a proposal. Interested vendors are invited to submit a proposal in accordance with terms of this RFP.

C. PURPOSE

One contract will be awarded for the Phase I (or pilot phase) infrastructure improvement, which will consist of design and delivery of equipment to improve the infrastructure in the Denver Metropolitan area. In this infrastructure contract, the state will retain the option to implement six additional phases. Success of the Phase I performance, funding, and the suitability of the subsequent Phase I design details will be considered in determining whether the state will exercise future Phase I options. Apart from the single infrastructure award and contract, as a result of this RFP, multiple awards will be made to vendors and independent basic ordering agreements (known as "price agreements") executed for delivery of user equipment to state agencies and other political subdivisions who wish to order user equipment compatible with the system.

Vendors may submit pricing for only the infrastructure contract (Phase I and options for subsequent Phases), or user equipment price agreements. Evaluation for the infrastructure contract and user equipment price agreement awards will be independent.

D. SCOPE

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements that must be met to be eligible for consideration; and other requirements upon which each proposal will be evaluated.

E. SCHEDULE OF ACTIVITIES

- | | |
|-----------------------------------------------------------------------------------------------------|-----------------------|
| 1) RFP Notice published on BIDS system | February 25, 1999 |
| 2) Prospective Vendors Written Inquiry Deadline
(No Questions Accepted After This Date And Time) | March 15, 1999 5:00pm |

- | | |
|----------------------------------------------------------------------|----------------------------|
| 3) Mandatory Pre-Proposal Conference | March 10, 1999 1:00pm |
| 4) Proposal Submission Deadline
(Submit 8 Copies of the Proposal) | April 30, 1999 2:30pm |
| 3) Oral Presentation/Site Visits | Open |
| 4) Contract Period | 4-1-99 Thurs 3-31-05 |

F. INQUIRIES

Vendors may make written or fax inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries to:

Division of Purchasing
225 East 16th Ave., Suite 900
Denver, Colorado 80203-1613
Fax: (303) 894-7478
RFP No. RFP-RS-01599
Attention: Jane Lopez

Responses to vendor's inquiries will be made in writing by the Division of Purchasing in a timely manner to all vendors. Vendors should not rely on any other statements that alter any specification or other term or condition of the RFP.

G. MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be held at the time and location listed below. All vendors must attend the entire conference and sign in and out on the attendance list provided at the conference. Only those Vendors who attend the entire pre-proposal conference will be allowed to submit a proposal. You must sign both the sign in and sign out register to be eligible.

Date: March 10, 1999
Time: 1:00 p.m.
Location: 690 Kipling, Lakewood (First Floor Conference Room)

1) Reference Documents

A sign up sheet will accompany a sample of each of the various documents referenced throughout the RFP, including a description of each document. Examples include Digital Trunked Radio System Requirements and Operational Plan, Public Safety Communications Plan Region 7, and House Bill 98-1068. The document(s) are available at the following website:
http://www.state.co.us/gov_dir/gss/cits/comm/dtrs/dtrsindex.htm;

Or, requested documents will be copied and made available for pick up or mailing five working days after the mandatory pre-proposal conference from:

State of Colorado
Telecommunications Services
2452 West 2nd Ave. #19
Denver, CO. 80223

H. MODIFICATION OR WITHDRAWN PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time.

I. PROPOSAL SUBMISSION

Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the vendor to ensure that the Division of Purchasing receives the proposal on or before the proposal opening date and time. Vendors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Division of Purchasing
225 East 16th Ave., Suite 900
Denver, Co. 80203-1613
Attention: Jane Lopez

The State of Colorado Invitation for Bid form MUST be signed in ink by the vendor or an officer of the vendor legally authorized to bind the vendor to the proposal. Proposals, which are determined to be at a variance with this requirement, may not be accepted.

Proposals must be submitted and sealed in a package with an appropriate label fixed. The label must show the following information:

Vendor's Name
RFP-No.
Proposal Due Date and Time

The Division of Purchasing desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

J. PROTESTED SOLICITATIONS AND AWARDS

Any actual or prospective vendor or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the state purchasing director or the head of a purchasing agency, as appropriate. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Ref. Section 24-109, 101 et. seq., CRS, as amended; Section 24-109-101 through R-24-109-206, Colorado Procurement Rules.

K. PROPRIETARY/CONFIDENTIAL INFORMATION

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for the vendor with the proposal shall submit confidentiality. The vendor must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/Proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

The Division of Purchasing will make a written determination as to the apparent validity of any written request for confidentiality. In the event the Division of Purchasing does not concur with the vendor's request for confidentiality, the written determination will be sent to the vendor. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

L. RFP RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of the State of Colorado. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records. The State of Colorado has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in Proprietary/Confidential Information, 1.14. Disqualification of a vendor does not eliminate this right.

M. PROPOSAL PRICES

Proposals and prices will be considered separately for the infrastructure and user equipment price agreements. In the infrastructure, all Phases must be priced and will be evaluated.

N. SELECTION OF PROPOSAL

The State reserves the right to make an award on receipt of initial proposals, so offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors not meeting the mandatory requirements identified, as "mandatory" in the RFP shall be ineligible for further consideration. The state may conduct discussions with offerors in the competitive range for the purpose of promoting understanding of the state's requirements and the offeror's proposal, to clarify requirements, make adjustments in services to be performed, and in prices. Changes to proposals, if permitted, will be requested in writing from offerors.

All vendors will be notified **in writing** regarding the results of the RFP evaluation. Upon review and approval of the Evaluation Committee's recommendation for award, the Division of Purchasing will issue a "Notice of Intent to Make an Award" letter to the responsible vendor whose proposal is determined to be most advantageous to the state.

O. AWARD OF CONTRACT

In award of the infrastructure contract, price will be less important than technical. In award of price agreements for user equipment, price will be more important than technical. In either case, all offerors must meet minimum requirements established by this RFP to be eligible for award.

P. ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal (including persons specified to implement the project) of the successful vendor will become contractual obligations if acquisition action ensues. Failure of the successful vendor to accept these obligations in a state contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such vendor may be removed from future solicitations.

Q. STANDARD CONTRACT

The State of Colorado reserves the right to incorporate standard State contract provisions into any contract resulting from this RFP including but not limited to the "Sample State Contract" provisions attached herein, and the State Special Provisions. Certain portions of the Contract may be edited or adjusted to reflect the actual part of the award given a particular vendor for Phase I or subsequent Phases. Each Contract executed shall become the Master Contract used to purchase equipment and/or services on behalf of state agencies, political subdivisions, or other governmental entities authorized to purchase from this state contract.

R. RFP CANCELLATION

The state reserves the right to cancel this entire Request for Proposal or individual Phases at any time, without penalty.

S. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES

Proposals, upon established opening time, become the property of the State of Colorado. All products or services produced in response to the contract resulting from this RFP will be the sole property of the State of Colorado. The contents of the successful vendor's proposal will become contractual obligations and incorporated by reference as an Exhibit in the state contract to be executed.

T. INCURRING COSTS

The State of Colorado is not liable for any cost incurred by vendors, including but not limited to proposals, oral presentations or any other such expenses prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature, shall occur until a contract is awarded and signed by all concerned parties.

U. MINORITY-OWNED/WOMAN OWNED BUSINESS ENTERPRISE PARTICIPATION

It is the state's intent to achieve the goals of the Governor's Executive Orders D0055-87 and D0005-94 regarding minority/woman owned businesses. Vendors are reminded it is illegal to discriminate.

V. NON-DISCRIMINATION

The vendor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

W. REJECTION OF PROPOSAL

The State of Colorado reserves the right to reject any and all proposals, waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State of Colorado.

X. STATE PRICE AGREEMENT REQUIREMENTS

Offerors who are awarded a state price agreement for the subscriber unit portion of this RFP must comply with all of the requirements listed below.

1) Vendor Offset:

Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

2) Price Increase/Decreases:

Requests for price increases, substantiated by verifiable manufacturer costs increases, may be allowed only on the basis of prior approval by the Division of Purchasing. However, if price increases for any item exceed what purchasing considers being normal or justifiable, it reserves the right to seek additional competition and/or to buy those products from other sources. Failure to notify the state of price increases will result in the vendor furnishing products at the original bid price.

In the event of a price decrease, the State of Colorado must be notified immediately and the lower price must be applied to all current and future orders.

3) Internet Home Page:

Vendor will need to maintain current pricing information, names of primary sales person and technicians on an electronic World Wide Web homepage using a format specified by the Division of Purchasing. Prices must be updated at least on a quarterly basis, but it will be a benefit to the vendor to update the database as their price change. Vendors will provide the URL (Uniform Resource Locator) of their homepage to the Division of Purchasing for inclusion in the State of Colorado World Wide Web site.

Vendor must provide a complete price list in machine-readable format to any state agency upon their request.

Vendor must notify the Division of Purchasing immediately of any change of vendor name or address, back order problems, price changes, etc.

4) Quarterly Volume Reports:

The contractor will be required to submit quarterly volume reports for their company to the Division of Purchasing. A vendor's failure to submit these reports in a timely manner, in a format which is acceptable to the state, shall be sufficient cause for the state, at its sole discretion, to terminate their price agreement for cause. Reports are due within 15 (fifteen) calendar days of the close of each calendar quarter. The contractor must also provide detailed reports to any state agency requesting usage for their agency against this state price agreement.

Y. PARENT COMPANY

If a vendor is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal.

Z. NEWS RELEASES

News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the state.

AA. CONTRACT CANCELLATION

The state reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.

BB. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- 1) By submission of this proposal each vendor certifies, and in the case of a joint proposal each party, thereto, certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly to any other vendor or to any competitor; and
 - c) No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 2) Each person signing the Invitation for Bid form of this proposal certifies that:
 - a) He is the person in the vendor's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
He is not the person in the vendor's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
- 3) A proposal will not be considered for award where (1)(a),(1)(c),or (2) above has been deleted or modified where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the vendor furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

CC. TAXES

The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a). Our Colorado State and Local Sales Tax Exemption Number is 98-02565. Seller is hereby notified that when materials are purchased in certain political sub-divisions (for example - City of Denver) the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

DD. ASSIGNMENT AND DELEGATION

Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

EE. AVAILABILITY OF FUNDS

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.

FF. INSURANCE

1. If the RFP so states, the contractor shall procure, at its own expense, and maintain for the duration of the work, the following insurance coverage's; the State shall be issued certificates as an additional insured.
 - a) **Standard Workers' Compensation and Employer Liability** as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
 - b) **General and/or Personal Injury and/or Professional and/or Automobile Liability** - (including bodily injury, personal injury and property damage) with the following minimum coverage, depending on the policy format:
 1. **Occurrence** basis policy - combined single limit of \$600,000.
 2. **Annual Aggregate** limit policy - not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$600,000.
 3. * **Claims-Made** policy - Combined single limit of \$600,000, plus an endorsement that extends coverage two years beyond the policy expiration date.
 - c) **Vendor** shall provide such other insurance as may be required by law, or in a specific solicitation.
2. The State of Colorado shall be named as an **additional insured** on all liability policies.
3. The insurance shall include a provision preventing **cancellation** without 60-calendar day's prior written notice to the State by certified mail.
4. Vendor shall provide the following documentation to the State within 7 working days of a request therefor, unless otherwise provided:
 - a) **Certificate/s** of adequate insurance coverage, each with a reference to the State being named as an additional insured, or
 - b) **Certificate/s** of adequate insurance coverage and an **endorsement/s** of additional insured coverage.

GG. INDEPENDENT CONTRACTOR CLAUSE

All personal service contracts must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

HH. INDEMNIFICATION

To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

II. VENUE

The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

Revised 2-18-97

JJ. SPECIAL PROVISIONS

CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until the Controller of the State of Colorado or such assistant shall have approved it as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

2. Obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery,

tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-10

INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Anti-discrimination Act of 1957, as amended and other applicable law respecting discrimination and unfair employment practices (CRS 24-34- 402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in All State contracts or sub-contracts.*
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.
 - (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.
 - (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.
 - (d) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - (e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity because of race, creed, color, sex, national origin, or ancestry.
 - (f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of the contract or any order issued thereunder; or attempt, either directly

or indirectly, to commit any act defined in this contract to be discriminatory.

- (g) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.
- (h) The contractor will include the provisions of paragraphs (a) through (h) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado

COLORADO LABOR PREFERENCE

6.

- (a) Provisions of CRS 8-17-101 & 102 for preference of Colorado labor are applicable to this contract if works within the State are undertaken hereunder and are financed in whole or in part by State funds.
- (b) When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of Federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the money or to eliminate the inconsistency with Federal requirements (CRS 8-19-101 and 102).

GENERAL

- 7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
- 8. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.
- 9. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the

unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgement as certified by the controller.

10. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.
11. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein:

Form 6 AC-02C
Revised 7/97
615-82-50-6038

SECTION II

BACKGROUND/OVERVIEW/GOALS

<i>BACKGROUND/OVERVIEW/GOALS</i>	<i>17</i>
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BACKGROUND/OVERVIEW/GOALS

PROJECT DESCRIPTION/HISTORY

In 1998 the Colorado Legislature passed House Bill 98-1068 that provided the funding mechanism and authority to implement a statewide multi-use, multi-agency wireless digital communications system. The purpose of this RFP is to solicit proposals to permit selection of a qualified vendor to design a standards-based open architecture system for Phase I and possible future phases, deliver the required equipment, and assist the State of Colorado with the implementation and installation of the system. The second purpose of this RFP is to solicit proposals from vendors for multiple awards of state price agreements for user equipment and related services to be ordered by governmental agencies that will use the system.

Today the State of Colorado uses primary conventional systems in the 150-160 MHz. Band. each agency generally has its own channels and no sharing of resources occurs. Most of the existing systems were originally installed in the 1960's and have only been upgraded with new hardware to support the existing system design and operations. These systems were designed only for mobile coverage and do not meet the current user anticipated requirements.

Interoperability is achieved on a very limited basis usually via the National Law Enforcement Emergency Channel (NLEEC, 155.475 MHz.) and Colorado Law Enforcement Emergency Radio (CLEER, 464.250 MHz). NLEEC and CLEER are simplex channels and provide limited range and functionality.

DEPARTMENT OF PERSONNEL/GENERAL SUPPORT SERVICES – MISSION

The mission of GSS is Working together to support the business of government as your provider of choice.

COLORADO INFORMATION TECHNOLOGY SERVICES – MISSION

The mission of CITS is to consistently provide high-quality, cost effective information technology products and services to meet our customers needs.

Specific goals of the Digital Trunked Radio system include:

- Achieve functional interoperability among local, state, and federal public safety radio communications systems by acquiring equipment that meets emerging technical standards for systems interoperability and open network architecture.
- Consider the needs of local government entities that have recently invested in new radio systems, particularly in regard to interoperability.
- Promote an orderly transition from analog based to digital based radio systems.
- Implement a public safety multi-use (voice and data), multi-agency wireless digital system.

RFP METHODOLOGY

- It is the intent of the State of Colorado to implement a statewide system in multiple Phases over several years. The number of Phases and actual time frame is dependent on the amount of funding available in each fiscal year.
- Phase I will be a pilot to provide a “proof of concept” for functionality, features, coverage and operational requirements. The sharing of local government system components, hardware, tower sites and other infrastructure is also a major goal of Phase I.
- While the specifications contained in this RFP are for the entire statewide system, the evaluation will be primarily based on Phase one requirements. The successful implementation of Phase I will determine the continuation of the project for the State of Colorado and with the successful vendor.
- With this in mind it is essential that the successful vendors form a close partnership with the State of Colorado to assure successful implementation of the pilot Phase, as well as purchasing equipment during subsequent implementation phases.

BACKGROUND

In 1991 the State Legislature included a footnote in the budget for the Colorado State Patrol. The footnote stated “The Division of Telecommunications, Information Management Commission are requested to assist the State Patrol in developing a statewide telecommunications plan to replace and update the current system. This plan should examine the cost-effectiveness of funding the replacement in one payment versus phasing the costs over several years, as well as the costs and benefits of consolidating the seventeen dispatch centers in the state. This plan should address the personal services savings that could be achieved if the state were to consolidate the centers and how these savings could offset the cost of a new system.”

As a result of the footnote, all three agencies began a study to meet the requirements of the footnote. In the report to the Legislature it was determined that the State Patrol would consolidate to five dispatch centers and that most likely the cost savings would not be sufficient to offset the cost of a new system. It was also determined that additional detailed planning was necessary to determine what type of system would best meet the needs of the State Patrol and if other state departments should also be included. As a result, the Division of Telecommunications began a major research and planning effort.

In 1992 the legislative audit committee conducted an audit of the Division of Telecommunications. One of the areas that were reviewed was the research and planning effort. The audit stated “According to our consultant, the technology is old, costly and inefficient. This public safety network, which supports about 6,700 mobile radios, is based on analog technology, which does not allow interagency communications or sharing of resources.”

“Communications for public safety agencies is of great importance. These agencies need reliable, effective equipment. Although a replacement system is costly, we believe the division should continue to analyze how to improve the public safety two-way radio network.”

This external review and analyses further motivated the Division of Telecommunications to move forward in the process.

In 1993 a Statewide Users Group was formed to assist in the development of system operational requirements. The group was made up of state, local and federal government representatives from large urban and small rural agencies. A final report, The State of Colorado Digital Trunked Radio System Requirement and Operational Plan was published in June of 1995 (see appendix II-C).

From 1995 to 1998 the State of Colorado has been reviewing emerging technology, standards and interoperability requirements. The State of Colorado has also been active in the Public Safety Wireless Network Program (PSWN). This federally sponsored program whose vision and mission are;

“Achieving Interoperability through Cooperation and Coordination.”

A Shared Vision...

Seamless, coordinated and integrated public safety communications for the safe, effective and efficient protection of life and property

A Compelling Mission...

To plan for and foster interoperability among wireless networks that meet the requirements of local, state and federal public safety in a manner consistent with the National Partnership for Reinventing Government (NPRG)

To Achieve Interoperability...

Assist with the integration of communications systems that permit persons from two or more different public safety agencies to interact with one another and to exchange information according to a prescribed method to achieve predictable results.

Participation in PSWN has allowed the State of Colorado to learn and share what other public safety agencies across the country are doing to solve similar issues within their own state, county, municipality and jurisdiction. This has provided valuable information in the planning and design of the new system.

The passage of House Bill 98-1068 (see appendix II-A) in 1998 now provides the authority and funding mechanism to implement the new system. The Statewide Users Group met in late 1998 to review and recommend changes to, The State of Colorado Digital Trunked Radio System Requirement and Operational Plan. The recommendations have been included in the revised plan. The users group along with the Chief of the Colorado State Patrol also reconfirmed the goal to implement a Project 25 compliant system.

PROJECT 25 DIGITAL STANDARDS

The Executive Director of the Department of Personnel approved adoption of the Project 25 standard. The proposed 800 MHz trunked radio systems must comply with the latest applicable digital radio technical standards defined and adopted as TIA TSB/IS or ANSI documents in effect at the time of proposal submission. Adherence to the approved, most current, and applicable Project 25 digital standards shall ensure compatibility and interoperability of digital radio equipment and systems manufactured by various public-safety communications companies. (See Appendix II-E)

The State of Colorado realizes that the sharing of resources with existing local government systems and project 25 may create some technical incompatibilities. However, the State of Colorado will NOT accept proposals without full project 25 compliance. The proposed vendor plan shall include all costs to the State of Colorado and existing local government systems. If Phase I is accepted, all subsequent implementation Phases must incorporate the most current project 25 standards and functionality, as well as offer the equipment incorporating these standards for purchase at the lowest prevailing discounted market rate.

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SYSTEM REQUIREMENTS

This section contains requirements that are intended to define the general operational and technical specifications necessary to implement and operate a new statewide 800 MHz trunked radio system that meets the needs of the State of Colorado.

The system will be implemented in seven phases dependent upon funding and proof of concept determined by Phase One of the project. The requirements listed in Section III, subsections C through G are specific to Phase One and must be maintained throughout all remaining Phases.

As mandated by House Bill 98-1068, the system shall be designed to provide functional interoperability among local, state and federal public safety radio communication systems by acquiring equipment that meets emerging technical standards for systems interoperability and open network architecture. It is required whenever possible to establish partnerships with local government agencies in the geographic area and share resources such as tower sites, equipment and mutual access to compatible systems.

PHASE IMPLEMENTATION

1) FY 98/99 – Pilot Phase (Phase I)

Proposed deployment of the pilot phase of the Digital Trunked Radio System (DTRS) equipment in the metro Denver area which includes all or portions of the following counties- *Arapahoe, Denver, Douglas and Jefferson (Appendix I-E)*.

The vendor shall provide all design, project management and equipment necessary to meet all requirements listed in Section III of this RFP. The estimated quantity of subscriber units shall be a total of 500 mobile and/or portable radios. The State of Colorado, in cooperation with the vendor, shall provide installation of all mobile and fixed equipment.

The Colorado State Patrol (CSP) regional Communication center located at 700 Kipling, Lakewood, CO shall require upgrade or replacement of console equipment. All existing features and operations must be maintained. A minimum of two operator

positions must be capable of controlling the new Digital Trunked Radio System.

2) FY 99/00-Phase II

Proposed deployment of Phase II of the Digital Trunked Radio System equipment in the remainder of the metro Denver area which includes all or portions of the following counties- ***Adams, Boulder, Clear Creek, Gilpin and Park***

The vendor shall provide all design, project management and equipment necessary to meet all requirements listed in Section III of this RFP. The estimated quantity of subscriber units shall be a total of 1700 mobile and/or portable radios. The State of Colorado, in cooperation with the vendor, shall provide installation of all mobile and fixed equipment.

Additional upgrade or replacement of the CSP regional communications center console equipment in Lakewood started in Phase I.

3) FY 00/01- Phase III

Proposed deployment of Phase III of the equipment in northeastern Colorado and the eastern plains which includes the following counties- ***Elbert, Weld, Larimer, Phillips, Sedgwick, Yuma, Washington, Kit Carson, Cheyenne, Lincoln and Logan***

The vendor shall provide all design, project management and equipment necessary to meet all requirements listed in Section III of this RFP. The estimated quantity of subscriber units shall be a total of 2000 mobile and/or portable radios. The State of Colorado, under the supervision of the vendor, shall provide installation.

Completion of upgrade or replacement of the CSP regional communications center console equipment in Lakewood started in Phase I.

4) FY 01/02- Phase IV

Proposed deployment of Phase IV of the equipment in southeastern Colorado which includes the following counties- ***El Paso, Pueblo, Fremont, Teller, Custer, Otero, Las Animas, Huerfano, Baca, Prowers, Bent, Kiowa, Springfield, Crowley and Chaffee***

Evaluation and upgrade or replacement of the CSP regional communications center console equipment in Pueblo to support DTRS.

The vendor shall provide all design, project management and equipment necessary to meet all requirements listed in Section III of this RFP. The estimated quantity of subscriber units shall be a total of 2000 mobile and/or portable radios. The State of Colorado, under the supervision of the vendor, shall provide installation of all mobile and fixed equipment.

5) FY 02/03 - Phase V

Proposed deployment of Phase V of the equipment in the San Luis Valley which includes the following counties- ***Costilla, Conejos, Saguache, Alamosa, Rio Grande, Mineral and Archuleta***

Evaluation for upgrade or replacement of the existing CSP regional communications center console equipment in Alamosa to support DTRS.

The vendor shall provide all design, project management and equipment necessary to meet all requirements listed in Section III of this RFP. The estimated quantity of subscriber units shall be a total of 1300 mobile and/or portable radios. The State of Colorado, under the supervision of the vendor, shall provide installation of equipment for all state agencies in this geographical area.

6) FY 04/05 - Phase VI

Proposed deployment of Phase VI of the equipment in southwestern Colorado which includes the following counties- ***Mineral, San Juan, Hinsdale, Montrose, Gunnison, Ouray, La Plata, San Miguel, Dolores, Montezuma and Delta***

Evaluation for upgrade or replacement of the existing CSP regional communications center console equipment in Montrose to support DTRS.

The vendor shall provide all design, project management and equipment necessary to meet all requirements listed in Section III of this RFP. The estimated quantity of subscriber units shall be a total of 1400 mobile and/or portable radios. The State of Colorado, under the supervision of the vendor, shall provide installation of equipment for all state agencies in this geographical area.

7) FY 04/005 - Phase VII

Proposed deployment of Phase VII of the equipment in northwestern Colorado which includes the following counties-**Mesa, Garfield, Rio Blanco, Routt, Moffat, Grand, Jackson, Pitkin, Lake, Vail, Eagle, Park and Summit**

Evaluation for upgrade or replacement of the existing CSP regional communications center console equipment in Craig to support DTRS.

The vendor shall provide all design, project management and equipment necessary to meet all requirements listed in Section III of this RFP. The estimated quantity of subscriber units shall be a total of 1600 mobile and/or portable radios. The State of Colorado, under the supervision of the vendor, shall provide installation of equipment for all state agencies in this geographical area.

PROPOSED OVERALL SYSTEM DESIGN

The high-level conceptual radio system design that follows is intended to be a starting point for the new system. Vendors are encouraged to propose a design and configuration that they believe best meets the requirements of The State of Colorado. In order to provide for current and future radio communication needs, it is The State of Colorado's objective to implement an advanced and comprehensive State wide 800 MHz digital trunked radio system, emphasizing support for public safety agencies, in a cost effective manner. The State of Colorado is seeking a solution that will:

- Optimize personnel safety and productivity
- Improve radio performance and coverage while reducing interference from outside sources
- Enable interagency communication
- Interface with all existing 800 MHz, UHF and VHF systems that are currently in use
- Provide an open architecture trunking format supported by more than one manufacturer
- Enhance the reliability of the systems and facilitate maintenance
- Ensure physical security of radio equipment and facilities
- Utilize a technological approach that is compatible with coming communications innovations
- Support the overall missions of both State and Local Governments
- Provide for future growth allowing The State of Colorado to utilize the system well into the 21st century

The State of Colorado's radio system shall be a digital trunked system that is capable of supporting data, digital voice and analog two way voice communications between dispatch locations and user radios. The primary trunked radio site(s) shall be connected to the communications centers using an existing fully redundant, digital microwave system

owned and maintained by The State of Colorado. The State of Colorado shall provide access for the Vendor to qualify the capabilities of the microwave system. A list of sites are provided in Appendix I-A.

The system shall be comprised of the following components:

- Trunked Infrastructure System
- Microwave Equipment (Existing State of Colorado owned)
- Communications Center Equipment
- Mobile Radio Equipment
- Portable Radio Equipment
- Desktop Control Stations

The proposed system shall include all the necessary equipment and services for a complete solution. Vendors are expected to provide their own analysis and systems design and include any additional sites deemed necessary. Operations between the sites shall be seamless.

The proposed system shall be designed to be sufficiently flexible and modular to enable other users to join The State of Colorado's system at a later date.

RESPONSE INSTRUCTIONS

In order to determine the suitability of the proposed system for meeting The State of Colorado's communications needs, the following evaluation process will be used. Vendor responses placed in the response code column for each requirement will be scored using the factor in the weight code column.

One Vendor will receive an award for infrastructure equipment while multiple Vendors may be selected to supply user equipment. Vendors are required to complete all subsections except H to be considered for an award of infrastructure equipment. Sections H (User Equipment) and the applicable requirements in sections I (Training Plan) and J (System Documentation and Maintenance) will be evaluated for an award of State Price Agreements for User Equipment.

Weight Code **Definition**

M	Mandatory requirement. Vendors must comply to be considered for award. Failure to meet any single Mandatory Requirement will result in the disqualification of your entire proposal response.
----------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

[#] Weight of requirement will be used to determine award.

The Vendor shall use *only* the codes below in responding to each requirement in this section

Response Code **Definition**

C	Proposed complies with requirement
X	Proposed does not comply with requirement
A	An alternative is recommended

Place your response code (C, X or A) within the bracketed area next to each requirement in the response code column. Where applicable and where requested, additional information shall be supplied which describes the way in which the proposed system will

fulfill the given requirement or how an alternative to the requirement will meet The State of Colorado's needs. The additional information shall be supplied after each question, where applicable. We strongly recommend that you respond to each requirement; omitted responses will be evaluated as response codes of X (proposed equipment does not comply with requirement). Deviations from the response codes will be recorded at the sole discretion of The State of Colorado.

Proposal response shall restate the general requirement with the Vendor's response directly below. To facilitate this, prospective offeror may request a copy of this RFP in Microsoft Word. E-Mail your request to Jane Lopez at the Division Of Purchasing:

jane.lopez@state.co.us

GENERAL REQUIREMENTS

These specifications are intended to define the general operational requirements necessary to implement and operate a new public safety and government statewide 800 MHz trunked radio system that meets the needs of The State of Colorado. Compliant field radio equipment, manufactured by different VENDORS, shall be capable of operating with all fixed infrastructure radio equipment, and offer unit-to-unit communications based on compliant procedures.

The VENDOR shall state in the response to this RFP the degree to which the systems proposed comply with the standards listed in Appendix II-E. The VENDOR shall describe the potential migration path of the proposed system to forthcoming Project 25 developments including, but not limited to, 6.25 kHz FDMA bandwidth, final ISSI and NMI documents, and console and fixed station interfaces.

Although this RFP describes independent, networked, Project 25 systems for the State and existing local government systems, the VENDOR shall anticipate in its design that other Project 25 systems may join the NETWORK. The VENDOR shall describe in the response to this RFP connectivity, performance and capacity requirements and limitations for the future addition of other systems to the network. Although the State requires a scalable network connectivity solution, the VENDOR shall specifically note the cost for any additional capacity provided in the proposed design that exceeds what is necessary to connect the remaining phases or other systems

The new trunked radio systems are required to comply with the latest applicable Project 25 suite of standards adopted as TIA TSB/IS or ANSI documents at the time of proposal submission, as listed in Appendix II, E. These digital standards establish technical parameters that allow compatibility and interoperability of digital radio equipment manufactured by different companies.

The State intends to immediately use packet data and eventually use circuit data transmissions within the working channels of the trunking system. The initial application will be a packet data system for the Colorado State Patrols' mobile computers. Data will be connected between the A and Ed interfaces shown in the

Project 25 General System Model. The fixed host is connected to the wireless network by Ethernet. The State will be responsible for obtaining an IP address for each node. IP addresses will be assigned to the mobile data peripherals and mobile hosts in a manner such that the RF subsystem and all mobile data peripherals in the system function as a single IP network.

The packet data service configuration required is from radio to fixed network equipment. Compliance with TIA/EIA/IS-102.BAEA, Data Overview, and TSB-102.BAEB, Packet Data Specification, documents are required.

[50] []

1) System Infrastructure

The proposal shall contain all of the necessary equipment, program management and engineering services, including but not limited to the system design and site development for a fully functional system within the boundaries of Phase I. Installation will be performed by The State of Colorado Telecommunication Services in cooperation with the selected Vendor.

Also, the proposal shall include an overall systems description. This description shall include the Vendors' approach that would be used to support a multicast/simulcast system and which approach they would plan to provide if The State of Colorado chose to pursue such a configuration.

2) Overall System Requirements

The proposed system and the Vendor shall satisfy the following requirements:

a) Standards –The Digital Trunked Radio system will support open architecture in the operation of all radio units manufactured by any company that are compliant with Apco 16A and Project 25 standards. In any areas of conflict between Project 16A and Project 25, the requirements of Project 25 shall govern. [M] []

b) Industry Standards - All radio equipment must meet or exceed all applicable standards adopted by the Communications industry, including, but not necessarily limited to Parts 1, 2, 90, 95, and 101 of the FCC Rules and Regulations, mil standards 810C and D, appropriate EIA and NBS standards, as well as any specifications set forth in this document. All proposed radio equipment shall be FCC type accepted for operation in the manner proposed. [5] []

c) Project 25 Standards- The trunked radio system is required to comply with the latest applicable Project 25 suite of standards adopted as TIA TSB/IS or ANSI documents at the time of proposal submission, as listed in **Appendix II-E**. These digital standards establish technical parameters of open architecture that allow compatibility and interoperability of [300] []

digital radio equipment manufactured by different companies.

- d) **Vendor Experience** - The Vendor shall have designed, [10] []
installed, placed into operation, and received a letter of
acceptance for three trunked radio systems which incorporate
all the mandatory requirements of APCO 16 unless
specifically excluded by the procuring agency. Systems must
be licensed to, and operated by, a public safety agency (under
Part 90, FCC Rules and Regulations) to provide
communications throughout the area of a municipality or
larger jurisdiction.

(The intent of the above requirement is to ensure that the bidder has proven capabilities in the field, and that the bidder possesses the knowledge, based on experience, to design the radio system to meet the requirements of The State of Colorado and the FCC. The importance of radio communications to the effective delivery of services and the safety of The State of Colorado's workers and citizens cannot be overemphasized.)

- e) **Operating Frequencies** - All equipment shall be capable of [10] []
operating on any frequency currently available for public
safety use within the 800 MHz spectrum. This includes the
additional frequencies in the NPSPAC allocation.

- f) **Equipment Condition** - All radio equipment shall be new, [10] []
unused, in current production and all infrastructure equipment
shall be rated for continuous operation.

- g) **Voltage Requirements** - All fixed equipment shall operate [5] []
from a 120/240 volt/60 hertz AC source. Performance shall
not be compromised if the voltage varies $\pm 15\%$. All
hardware shall be isolated from line voltages with grounded
surge protectors UL 1449 and over-current fuses or circuit
breakers.

h) **Backup Power**

- The system controller and main site equipment shall be [5] []
provided with two (2) hours of UPS backup power in the
event primary power is lost. An option for four (4) hours
of UPS power shall also be provided.
- The console control equipment shall be provided with UPS [5] []

power capable of sustaining operations for a minimum of twenty (20) minutes in the event primary power is lost. The UPS shall be connected to generators at the Communications Centers.

- i) **Essential Facilities** - All equipment facilities, whether provided or existing, shall be considered essential facilities for equipment installation purposes. Mounting and bracing shall be adequate for the county UBC Seismic Zone, and the county Lightning Zone conditions. In addition, the Vendor shall provide documentation of its standard installation practices for The State of Colorado review. [5] []

3) **Radio Coverage**

[75] []

The proposed system shall be designed to provide two-way RF communications throughout the area designated in **Appendix I-E**. As a public safety system, the emphasis shall be on portable radio communications.

The State of Colorado desires coverage reliability for portable radios operating outdoors in all seasons. Portable radios shall be operated at belt level with remote speaker/microphones. Portable antennas shall be on the radio unit, not on the remote speaker/microphone. A summary of phase one coverage requirements is 98% Portable Outdoor Coverage. Phases II-VII coverage requirements are 95% mobile.

4) **Coverage Maps**

Separate detailed propagation studies for the following criteria shall be provided:

- a) **Mobile Outdoor** - Mobile talk-out and talkback coverage while a vehicle is traveling at 65 mph on interstates, highways and local streets and roads. [5] []
- b) **Portable Outdoor** - Portable talk-out and talkback coverage outside of buildings and at street level. Talk-out and talkback coverage must be calculated with portables worn at belt level. [5] []

Coverage maps shall be provided for each of the individual sites as well as for composite system coverage under each of the coverage criteria.

Each of the above criteria shall be depicted by an individual graphic plot of the predicted radio coverage while in the normal digital trunked mode. Any areas within the coverage area shown on the map that are predicted to have the required reliability must be identified.

At a minimum, the following information shall be provided with each coverage map as well as a description of how the coverage was calculated and the propagation model used.

- RF power output
- Antenna type and gain
- Transmitter Effective Radiated Power (ERP)
- Effective receiver sensitivity
- Antenna height above ground
- Antenna height above average terrain (HAAT)
- Mobile and portable antenna type
- Mobile and portable RF output power

5) *System Tests*

The Vendor is responsible for demonstrating that the proposed system meets The State of Colorado's requirements for coverage, performance and reliability as outlined below:

- a) ***System Coverage*** - The Vendor shall submit a system coverage test procedure that must be approved by The State of Colorado. The tests must give full assurance that no two adjacent coverage grids fail to meet all coverage requirements specified in this document. Also, the test procedure must describe how assurance will be made that the system can provide coverage in all seasons, including when foliage is at its height. [40] []
- b) ***System Performance*** - The Vendor shall submit a system performance test procedure that must be approved by The State of Colorado. The procedure shall identify the tests to be conducted and shall provide for adequate testing of all aspects of the entire system. In addition, the procedure shall identify how system audio quality is measured and what is considered to be an acceptable level. The tests must give full assurance that the system meets all performance requirements [40] []

specified in this document.

c) **System Reliability** - The Vendor shall submit a system reliability demonstration test procedure that must be approved by The State of Colorado. The procedure shall identify the tests to be conducted and shall provide for adequate testing of all aspects of the entire system. The tests must give full assurance that the system is reliable while operating in full trunked and failure modes. [40] []

d) **System Loading** - The Vendor shall submit a system loading demonstration test procedure that must be approved by The State of Colorado. The procedure shall identify the tests to be conducted and shall provide for adequate testing of all aspects of the entire system. The tests must give full assurance that the system will support the loading of all system users. [40] []

6) **Frequency Coordination, Licensing, or Modification** [2] []

The State of Colorado is in the process of licensing 800 MHz channels. The State of Colorado will perform required frequency coordination, licensing, or modification of RF channels required by the proposed system, including preparation of all forms and applications. The VENDOR shall provide assistance in this process.

7) **Site Coordination and Development** [5] []

The selected Vendor will be required to aid and assist The State of Colorado with the acquisition and planning of any proposed new transmitter/receiver site(s). Development of the proposed, as well as existing sites, which includes preparing all FAA or FCC forms, and construction permits and licenses in compliance with all local codes and ordinances, will be the sole responsibility of the State of Colorado.

8) **Design Diagrams** [5] []

The proposal shall include the necessary drawings and layouts to support the proposed system design. As-built drawings of the completed installation will be required as part of system acceptance. Designs depicted shall not be changed for system installation unless mutually agreed upon in writing.

9) *Shared Infrastructure*

[75] []

The Vendor shall determine what existing local government trunking infrastructures are compatible with and to what extent that equipment may be incorporated into The State of Colorado system design within the boundaries of Phase I. The Vendor shall provide technical assistance in the development of Memorandums of Understanding with these local governments. It will be The State of Colorado's responsibility to secure these agreements.

10) *System Expansion*

[100] []

The system design must provide the flexibility to expand and add system components and additional compatible government infrastructure without major system re-design.

11) *Test Equipment and Spare Parts*

[3] []

Appropriate test equipment and spare parts for all proposed systems shall be described and priced as an option to enable The State of Colorado to evaluate its overall maintenance approach. This includes all system test equipment that is necessary including spectrum analyzers, oscilloscopes, etc.

12) *Programming Equipment*

[5] []

User equipment shall be programmable with industry standard, IBM-compatible, personal computers. Programming specialized hardware and software shall be included in the system baseline cost.

13) *Open System Architecture*

[50] []

The Vendor awarded the contract for infrastructure equipment must demonstrate that a mobile and portable manufactured by a company other than the Vendor receiving award for infrastructure is compatible and operates with the infrastructure equipment.

14) Mutual Aid Channels

Existing mutual aid channels shall be integrated into the system, including access by all dispatchers. The five 800 MHz mutual aid conventional channels, (one mutual aid calling channel and four tactical channels), National Law Enforcement Emergency Channel (NLEEC - 155.475MHz) and Colorado Law Enforcement Emergency Channel (CLEER - 460.425MHz)

15) Functional Interoperability

The vendor shall describe and price how the vendor proposes to provide functional interoperability between The State of Colorado and the following agencies:

Inside Primary Coverage Area

- | | | |
|----------------------------------------------------------------|-------|-----|
| a) City of Denver | [2] | [] |
| b) City of Aurora | [2] | [] |
| c) City of Lakewood/West Metro Fire | [2] | [] |
| d) Jefferson County | [2] | [] |
| e) Douglas County | [2] | [] |
| f) City of Arvada | [2] | [] |
| g) Adams County | [2] | [] |
| h) City of Wheatridge | [2] | [] |
| i) Auraria Campus | [2] | [] |
| j) Denver International Airport | [2] | [] |
| k) United States Government (FBI, INS, USFS, BLM, BOR) | [2] | [] |

Note: See Appendix II-A (HB 98-1068 section 1(4)(b)

SYSTEM FEATURES

This section describes the general system features that are required for The State of Colorado's Phase I, 800 MHz trunked radio system.

	<i>Weight</i>	<i>Response Code</i>
1) <i>Trunked Operation</i> The normal operation of the system shall be in the digital trunked mode. The trunking concept is detailed in Section 2.3 of APCO 16.	[20]	[]
2) <i>Modulation</i> The system shall employ digital modulation using the IMBE vocoder.	[20]	[]
3) <i>Reliability</i> The system shall be designed with a high level of reliability such that no single point of failure shall cause total system failure. Describe the system's various failure modes and the limitations of each.	[20]	[]
4) <i>RF Channels</i> The system shall support the capability to accommodate future growth. State the maximum number of channels that can be supported per site/zone/system. Note that the State of Colorado is currently licensing channels, which may be used at any site, that is part of the final system configuration.	[20]	[]
5) <i>Loading Analysis</i> A loading analysis, by comparative agency study (PTT data is not available), shall be included for the proposed system, which identifies the following:		

-
- a) Probability of blocked calls during busy hour (grade of service $\leq .02$ erlangs). Vendor must use comparable agency data to support this requirement. [5] []
 - b) Average wait time for queued calls [5] []
 - c) Probability of blocked calls being delayed more than 2 seconds [5] []
 - d) System utilization [5] []

6) *Unit IDs*

- a) *Aliases* - The system shall assign a unique ID to each radio on the system. This ID must be modifiable to a desired alphanumeric code such as a badge number or unit ID. This ID shall be transmitted to the system controller each time the unit's Push to Talk (PTT) switch is activated. Describe the approach for implementing aliases. [5] []
- b) *Unit Capacity* - State the maximum number of unit IDs that can be supported, and identify any limitations. [5] []

7) *Talkgroups*

- a) All field units (mobiles and portables), desktops base stations and console dispatch positions shall be capable of being assigned to talkgroups that permit communications between specified units. All units operating within the same talkgroup must receive both sides of every conversation addressed to or from the talkgroup. [5] []
- b) Talkgroups shall be capable of consisting of any or all-individual unit IDs. [5] []
- c) State the maximum numbers of talkgroups that can be supported. Identify any limitations and describe talkgroup [2] []

mapping and methodology.

- d)* The selected Vendor will be responsible for assisting The [20] []
State of Colorado in the development of a talkgroup plan.

8) Channel Access

- a)* State the expected minimum, average, and maximum access [3] []
times for the proposed system, when a channel is available.
Channel access time shall be defined as the time between
when the PTT switch is activated and audio is received.
- b)* In the event that a voice channel is not available, the user will [3] []
be placed in a queue and be given an indication that his
request has been received and queued. Access to the system
will be granted on a priority basis in accordance with sections
2.6.13 to 2.6.21 of APCO 16. A minimum of six (6) priority
levels will be utilized. Users will be notified automatically
when assigned a valid channel. Vendors shall state the
number of priority levels that are available and whether there
are any limitations on the number of users that may be queued
at any one time.
- c)* Units assigned a RF channel will remain on that channel for [3] []
the duration of each transmission or reception plus a user
definable hang-time. In the event that no transmission is
addressed to the talkgroup within the hang-time, all units of
that group will release the channel. The hang-time must be
capable of being set to 0 milliseconds.

9) Talk-group Assignment

- a)* The system controller shall maintain a database of all units [1] []
that are powered on and within range of the system. The
database shall include the unit's ID and its currently selected
talkgroup.
- b)* An authorized user list shall be maintained for the system. [1] []
Radios not on the user list shall be denied access to the
system.

c) Units which are powered on or which enter the system coverage area during a conversation shall be immediately affiliated with their selected talk-group. [1] []

d) The system manager shall be able to initiate a change in the operating talk-group affiliation of any field unit operating within the RF coverage area of the system. Confirmation that the requested change has been accomplished shall be provided. The system shall have the ability to perform this function manually and also via a stored software plan to allow for the automatic programming of many units into predetermined talk-groups. State the method and the rate at which units are regrouped. [1] []

[1] []

10) Out of Range Indication

Users shall receive a distinct audible and visual alert when their unit leaves the system coverage area. This will enable the user to determine that the unit is out of contact with the system. It shall be possible to disable the audible and/or visual alert. State how the alert is disabled.

[1] []

11) Private Conversations

Designated units shall have the ability to initiate and/or receive private calls addressed to a single unit ID. The system shall provide a distinct audible alert to the unit being called.

[1] []

12) Multi Talk-group Call

Field units shall be able to respond to a multiple talk-group call from a dispatcher without requiring a talk-group affiliation change. Each multiple talk-group conversation shall require only one RF channel.

[1] []

13) Individual Unit Disable

The system shall be capable of disabling any field unit from operating on the system. If the trunked system is shut down or disabled, any disabled units must remain disabled until re-enabled by the system manager. The system shall also be capable of searching for and re-enabling a unit that has been disabled.

[100] []

14) Digital Voice Encryption

The State of Colorado is considering the ability to implement digital encryption on the trunked radio system, which includes access by the dispatch centers. The VENDOR shall describe the encryption key management facility, how it interfaces with the system, how keys are selected from the console positions, the number and location of keyloaders, and how dynamic OTAR of radios is performed. The VENDOR shall provide costs of encryption on a per channel and per user radio basis. The VENDOR shall state how end-to-end encryption can be provided, if required, by a remote console. Encryption shall comply with Project 25 DES and OTAR documents listed in **Appendix II-E**. All equipment required to implement digital encryption shall be specified and priced as an option in the proposal.

[1] []

15) Patching

The system shall have the ability to interface directly to conventional channels in other frequency bands. A trunked channel shall be capable of being dynamically assigned as required to enable trunked users to communicate with users on conventional systems.

[5] []

16) Data

The system shall have the ability to support data transmission, which include but are not limited to mobile data terminals and computers. Vendor shall describe methodology including error correction and throughput.

TRUNKING INFRASTRUCTURE

This section describes the requirements of the trunking infrastructure. The trunking infrastructure includes the transmit/receive site(s) and associated equipment.

	<i>Weight</i>	<i>Response</i>
<i>Code</i>		
1) <i>Transmitter / Receiver Site</i> Appendix I contains a list of existing State of Colorado owned sites. In order to minimize development and recurring costs, The State of Colorado prefers that these sites be considered for system design. If these sites cannot meet coverage requirements, Vendors must identify alternate or additional sites as necessary to meet the requirements. Proposed operations between multiple sites should be seamless.	[50]	[]
2) <i>Trunking System Redundancy</i> The method of trunking system control shall provide trunking capability redundancy. Failure of trunking controller, trunking capability on one or more radio channel(s), or at one or more transmitter site(s) shall not preclude trunking on the remaining channels or sites. Describe the proposed system redundancy and backup capabilities, including operation during failure modes.	[40]	[]
3) <i>Roaming</i> If multiple transmitter sites are used, operations between the sites should be seamless. Transition from one radio site to another shall be transparent to all users and shall not require any user intervention.	[40]	[]
4) <i>Combiners/Multicouplers</i> Combiners and multicouplers should be used where practical on all transmitters and receivers to minimize the number of antennas that will be required.	[5]	[]

5) *Site Alarms*

Each radio site should transmit status and alarm information to system monitoring consoles. This requirement is to be priced as an **option**. As a minimum, site alarms should include:

<i>a)</i> Tower Lighting Failure (where required)	[1]	[]
<i>b)</i> Transmitter failure	[1]	[]
<i>c)</i> Receiver failure	[1]	[]
<i>d)</i> Intrusion	[1]	[]
<i>e)</i> Power failure	[1]	[]
<i>f)</i> Over/Under Temperature	[1]	[]
<i>g)</i> Hot-Standby/alternate route switch-over	[1]	[]
<i>h)</i> UPS Alarms		
• Active	[1]	[]
• Failure	[1]	[]
• Line Power	[1]	[]
• Battery Charger	[1]	[]
• Low Battery	[1]	[]
• Shut Down	[1]	[]
• - Over Temperature	[1]	[]
• - Battery Discharge	[1]	[]
• High/Low Temperature	[1]	[]
• Bypass Status	[1]	[]
<i>i)</i> Generator Alarms		
• Active	[1]	[]
• Failure	[1]	[]
• Low Fuel	[1]	[]
• Oil Pressure	[1]	[]
• Start	[1]	[]
• Shut Down	[1]	[]
• - Over Temperature	[1]	[]
• - Over Speed	[1]	[]
• High Temperature	[1]	[]
<i>j)</i> Remote Start/Stop/Reset of emergency generators shall be provided	[1]	[]
<i>k)</i> Open Door	[1]	[]

6) *System Controller*

<i>a)</i> The system controller shall be a dedicated computer that	[10]	[]
--------------------------------------------------------------------	--------	-----

performs the signaling and control functions for the system.

- b)* The system controller shall be capable of receiving inputs from multiple dispatch locations. [40] []
- c)* The system controller should be capable of software partitioning so that other users may share the controller with The State of Colorado while utilizing their own trunked repeaters. Describe the system's partitioning capability. [40] []
- d)* The system controller should be fault tolerant. Control of the system should not be adversely affected or result in the loss of any features or functions by the failure of a single component or module. Vendors should explain the system failure mode operation. [20] []
- e)* Controller modules should be replaceable while the system is in operation. [20] []
- f)* The system controller should be able to interface to other computer systems, using an ASCII character interface at a minimum. Higher levels of interface capability should be described. [10] []

[10] []

7) *Spare Equipment*

The Vendor shall provide a list of recommended spares.

CONSOLE FEATURES AND CAPABILITIES

This subsection describes the functional requirements of the communications center consoles. The consoles shall enable dispatchers to provide highly efficient, fully reliable dispatching services. In order to support future growth and capabilities, the State of Colorado desires to implement full-featured CRT based consoles. If it is not practical to upgrade the existing console to fully support the trunking system, the VENDOR shall provide a replacement console with equivalent features and functionality that meet the applicable Project 25 series of specifications.

Denver Colorado State Patrol Dispatch Center

The State of Colorado desires to procure console and dispatching equipment, capable of interfacing with existing equipment, where possible, that will enable dispatching services in a regional environment. The Colorado State Patrol Dispatch Center located in Denver will be either upgraded or replaced to accommodate the trunked radio system equipment associated with Phase I. All existing functions and Radio Control must be maintained during all upgrades and/or replacement. Vendor will provide a migration plan to be approved by the State of Colorado. Currently there are ten operator positions with a requirement for twelve upon completion of the console upgrade.

Console Central Electronics

This subsection describes the requirements for the dispatch center console central electronics. Electronics for the consoles shall be centralized to the highest degree possible that is consistent with independent fully functioning consoles. Centralizing the electronics will allow an efficient use of all resources, but care must be taken to ensure the redundancy of the entire system. Operator position will incorporate CRT display with all normal conventional and trunking operations selectable with a mouse

control.

<i>Code</i>	<i>Weight</i>	<i>Response</i>
	[10]	[]
1) Centralized Processing		
Central electronics shall support each of the console positions. The central electronics shall be physically separate from all workstations.		
2) Redundancy and Modularity		
a) Central electronics shall be fully redundant with no single point of system failure.	[10]	[]
b) Central electronics shall be equipped with diagnostic self-tests that support automatic switchover to redundant circuits and/or cards. Notification shall be provided for any system failure or switchover to alert the dispatch supervisor as well as to print a notification.	[10]	[]
c) Central electronics shall be modular in design to facilitate repair and permit expansion.	[5]	[]
d) Initialization of the console central electronics and workstation shall require a maximum of five (5) minutes.	[5]	[]
e) Printed circuit boards shall be replaceable while the system is in operation.	[5]	[]
	[20]	[]
3) Remote Operation		
The central electronics shall have the ability to interface to a remotely located console. Describe the communication requirements for remote consoles.		
	[20]	[]
4) Logging Recorder		
All voice audio, including telephone and voice radio traffic, shall be capable of being recorded on the basis of telephone extension or talkgroup assignment.		

5) *CAD System Integration*

The system shall be equipped to transfer status and control information, such as unit ID and emergency ID, to and from the CAD systems used by Colorado State Patrol. These basic interface requirement shall allow dispatchers to enter dispatch/user specific shift and event information, and dynamically assign talk-groups, from a CAD station, rather than from the system manager terminal. The selected bidder shall provide all protocol and interface standards required to allow software engineers to provide the following functions:

- a) Unit ID or unit alias on initial PTT. [5] []
- b) Unit ID or units alias from radio “emergency” function buttons. [5] []
- c) Initiation of group search for an individual unit from the CAD system, or automatic CAD update of current group selection of each unit in service, by alias or unit ID. [5] []
- d) Display of the caller’s alias during a private call from a field unit to the dispatch center. [5] []
- e) Talkgroup “busy” or active signals [5] []

Dispatch Operator Positions

6) *CRT Controller*

Operator positions shall include CRT controller. (Design that permits installation of software upgrades based upon windows NT environment)

[5] []

7) ***Talkgroup Access*** [40] []

All consoles shall have the ability to transmit and receive on each of the primary talkgroups and conventional channels.

8) ***Operational Indicators***

Radio functions shall be displayed on the console and shall - include at a minimum:

- a) Unit ID and talkgroup of transmitting unit [5] []
- b) Emergency button activation [5] []
- c) Unit transmission history (state console display capabilities, e.g., number of units, etc.) [5] []
- d) Volume Unit (VU) display for Transmit/Receive. [5] []
- e) Transmit indicator that identifies when a channel is in transmitting mode. [5] []
- f) Switches and/or indicators shall be color-coded and individually labeled by function. [5] []
- g) Call indicator that flashes when audio is received on the channel/talkgroup. [5] []
- h) Busy indicator to identify when another workstation or remote control unit is transmitting on the channel/talkgroup. [5] []

9) ***Transmit/Receive Control***

Each transmit/receive (T/R) control circuit or module shall have as a minimum:

- a) Volume control for independent control of received audio; control shall have a pre-set minimum level to prevent missing calls. [5] []
- b) Select function and indicator for selecting the operational talkgroup and transferring the receive audio to the selected output (headset or speaker). Select function must be electronically interlocked to prevent selection of more than [5] []

one talkgroup unless multicast mode is selected. Select indicator must indicate when a talkgroup is in the select mode.

- c) Capability to select multiple talkgroups and channels to [5] [] permit simultaneous broadcasts. Multiple selection of talkgroups must use one RF channel if both talkgroups are working from the same RF site.

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|
| d) Dispatchers shall have the ability, while monitoring a transmission on a selected talkgroup, to simultaneously transmit to another talkgroup. | [5] | [] |
| e) Single function selection for quick and efficient channel operation. | [5] | [] |
| f) Transmit foot switch and mouse control for transmitting on trunked and conventional channels. | [5] | [] |
| g) Console shall indicate when system is in monitor mode for conventional channels. | [5] | [] |

10) Audio Control

- | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|
| a) Capability to monitor, mute, and adjust receive volume level. | [2] | [] |
| b) All required controls, switches, speakers, and indicators shall be a stand-alone unit at each workstation. | [2] | [] |
| c) Two (2) dedicated speakers per radio console for selected and unselected audio. | [2] | [] |
| d) Independent volume controls for each speaker. | [2] | [] |
| e) Selected and unselected audio must be routable to headset operation, which shall be compatible with both radio and telephone systems. | [2] | [] |
| f) Ability to enable and disable a radio cross patch. | [2] | [] |
| g) Muting function to reduce unselected audio by a preset amount (0-20 dB) with automatic return to normal level after a user-defined time interval (0-90 seconds). | [2] | [] |
| h) Intercom capability between operator positions. | [2] | [] |
| i) Acoustical audio cross mute channels on an operator-by-operator basis to eliminate feedback between selected operators. | [2] | [] |
| j) Headset jacks at each operator position with the following: | | |
| • Left and right positions | [2] | [] |
| • Standard modular plug connector | [2] | [] |

-
- Located beneath workstation writing surface with no interference with chair movement [2] []
 - Receive volume control separate from workstation volume control [2] []
 - Independent volume controls for each of the two headset jacks [2] []
 - Equipped with hand and foot push-to-talk as well as headset push-to-talk [2] []
- k)* The radio console shall be capable of integrating with the telephone system. It will be assumed that the telephone system will provide an off hook condition to the console and all audio will be analog at the console to telephone interface point. Headsets will be supported with the following features:
- Dual operation of both radio and telephone [2] []
 - Automatic transfer of selected channel audio from headset to the selected speaker when telephone line is selected [2] []
 - Automatic switching of headset microphone audio to radio circuit when transmit is pressed [2] []
 - The telephone audio must not be mixed with radio audio [2] []

System Manager Interface

A system manager interface shall be provided and integrated with the system controller to enable performance monitoring and system management. All the necessary hardware, software and services shall be provided for a fully functional system. The system manager interface shall provide at a minimum the following capabilities:

11) System Manager

- a)* Inquiry of system alarms. [5] []
- b)* Ability to add/change/delete system talkgroups. [5] []
- c)* Ability to reprogram radios over the air. [5] []
- d)* Ability to inquire and make changes to the priority level [5] []

assignment of any and all units in the system on an individual basis or by talkgroup assignments or both.

- e)* The State Of Colorado shall have the ability to determine total airtime and total number of calls by user and/or talk-group. Management reports generated by the system manager terminal shall include (1) flexible sorting of airtime usage per unit and group; (2) site statistics; (3) system statistics including hourly traffic reports and daily peak-hour or peak half-hour traffic reports; and (4) alarm history. Samples of typical management reports shall be included in your proposal. The bidder shall identify other analytical tools that are available to collect, summarize, and report system statistics and information. [5] []
- f)* The system shall backup all system configurations, database and activity report data. Describe the system backup capabilities. [5] []
- g)* Unit identification/talkgroup affiliation display in real time. [5] []
- h)* Emergency unit identification and display. [5] []
- i)* Remote talkgroup assignment. [5] []
- j)* Color display of information. [5] []
- k)* Disable transmit and receive functions of individual trunking units. [5] []
- l)* Dynamic regrouping. [5] []
- m)* This management system shall initially include one system management interface. The system shall be capable of supporting multiple interfaces. State the number of interfaces the system can support. [5] []
- n)* User account and password information shall control access to system management functions. State and local agencies will have direct control of all talkgroups associated with that agency by partitioning of the system controlled by individual accounts and passwords. [5] []

USER EQUIPMENT

This section defines the requirements for subscriber units. The number of subscriber units is estimated in Cost Schedules 4 and 5 of Section IV. The State of Colorado has provided this list based upon estimated quantities and reserves the right to change models and features as required. All user equipment is to be designed in accordance with the requirements of Part 90 of the FCC Rules and the appropriate EIA standards.

General Requirements

	<i>Weight</i>	<i>Response</i>	<i>Code</i>
	[75]	[]	
1) Features			
All radios shall support all of the capabilities and features detailed in Sections D and E.			
	[40]	[]	
2) Conventional Compatibility			
Radios shall be capable of operation on 800 MHz channels in conventional mode while maintaining full trunked access to The State Of Colorado's trunked system.			
3) Frequency Generation and Programming			
a) All radio frequencies shall be software programmable and will be supplied with programming compatible with Phase I operations.	[5]	[]	
b) Radios shall be initially programmed by the Vendor to a configuration agreed upon between Vendor and the State of Colorado.	[5]	[]	
c) Radios shall not require reprogramming if additional trunked channels are added to the system. All field units shall be operational on all of the initial trunked channels and any trunked channels added in the future.	[5]	[]	

d) Radios shall be able to use any of the available trunked channels as the control channel without reprogramming. [5] []

e) Radios shall be field programmable either by the Vendor or by The State Of Colorado Telecommunication Service shops. The Vendor shall supply and price the necessary software and hardware required for the State of Colorado to program radios. [5] []

f) Radios must support multiple talk-groups. State the number of talk-groups the system can support, as well as the number of talk-groups each individual radio can support. [5] []

4) ***Digital Modulation***

All radios shall use IMBE digital modulation as a baseline. [40] []

5) ***Emergency Operation***

a) All units shall be equipped with an emergency button which, when depressed, will issue an audible and visual distress signal at the dispatch consoles. [2] []

b) The dispatcher shall have the ability to activate the PTT circuitry of the radio that generated the emergency call for monitoring purposes. [2] []

6) ***Scanning Radios***

Selected radios shall be capable of scanning with variable priorities, between various trunked and conventional channels. Describe the radio's scanning operation. [5] []

7) ***Private Call Radios***

Selected radios shall be able to establish a private call with other radio subscribers on an individual basis.

a) For designated radios, the user must be authorized by the system manager to place private calls and must know the unit ID of the party to be called. [2] []

b) Dispatchers shall be able to private call any radio with this option through any console operator position. [2] []

8) *Alphanumeric Display Radios*

Selected radios shall have an alphanumeric display capable of displaying a minimum of 8 characters. This display shall support the following features:

- a) *Talkgroup Identification* - Each talkgroup shall have a unique descriptive identifier (e.g., 6A or TAC2) that is displayed when the talkgroup is selected. [2] []
- b) *Private Call Identification* – Designated radios when receiving a private call, shall display the ID of the unit originating the call. [2] []

9) *Audible Indicator*

Unique audible indicators, which can be disabled, shall be provided to indicate the status of the radio. These indicators shall include:

- Channel Assigned/Ready to Transmit [2] []
- Channel Busy/Call Placed in Queue [2] []
- Radio Leaving Operational Area [2] []
- Unable to Transmit/Radio out of Operational Area [2] []
- Incoming Private Call [2] []
- Incoming Telephone Call [2] []
- Audio Tone Disable [2] []
- Function not Authorized [2] []
- Dispatch Monitoring (for Emergencies) [2] []
- Transmitting on a Secure Talkgroup in Clear-Voice Mode [2] []

[2] []

10) *Transmit Inhibit Timer*

All radios shall disable their transmitter after continuous transmission for a predetermined time period. This time period shall be programmable.

11) *Voice Security Capability*

The full cost to provide digital encryption capability for each proposed type of radio, including operation on the radio infrastructure and interface to the communications center, shall be priced as an option. Selected public safety radios shall be

capable of secure voice communications with the following features:

- a) Designated radios will have user selectable digital encryption capability. [2] []
- b) The addition of encryption will not add any size or significant weight to portable radios. Encryption shall comply with Project 25 DES documents listed in **Appendix II-E**. [10] []
- c) Transmitting or receiving in secure mode will not degrade the radio's operating range. [2] []
- d) Received voice messages encrypted with a code not programmed into the radio shall not unmute the speaker. [2] []
- e) Clear voice transmission shall be heard normally while operating in secure mode. [2] []

[2] []

12) Inventory Listing

As part of the system documentation, an inventory of all user equipment, including model and serial numbers, shall be provided in an Excel spreadsheet on a 3.5 inch floppy diskette.

[5] []

13) Sample Radios

An operational sample of each mobile and portable radio being proposed along with their maintenance handbooks shall be provided to The State Of Colorado for evaluation purposes. The radios may be installed temporarily in The State Of Colorado vehicles for testing and may be opened by The State Of Colorado radio technicians for inspection. Samples will be returned to the Vendor at the end of the evaluation period. All costs associated with the submission of the samples, including return freight, will be borne by the Vendor.

Mobile Radios

This subsection contains requirements for radios that will be mounted in vehicles. All mobile radios must meet the following requirements:

14) Mobile Power requirements

[10] []

Mobile radios shall operate from a nominal 12-volt negative ground power source, and shall have over-current and polarity reversal protection.

15) Mobile Mounting

a) Mobile radios shall be available in trunk and dash mount configurations. [5] []

b) All mobile radios shall be supplied with all necessary mounting hardware, including cables and antennas. [3] []

c) All mobile radios shall have the capability of dimming the unit display lighting by the operator, as required. The default position shall be the non-dimmed position. [2] []

16) Mobile Vehicle Noise

[1] []

Noise suppression kits that will eliminate vehicle noise such as alternator whine shall be priced as an option.

17) Motorcycle Radios

a) Designated radios shall be manufactured and designed specifically for use on motorcycles. Transmit and receive audio will be available to the riders helmet with PTT controlled by an external switch located on the left handlebar. The highest level of safety must be maintained while [5] []

-
- b)** Motorcycle radios shall be protected from and resistant to the [2] [] elements.
- c)** Radios, control heads, and accessories shall be water-resistant [3] [] and capable of normal operation in rain; sleet or other weather affected conditions.

Portable Radios

This subsection contains the requirements for handheld, portable radios. All portable radios shall meet the following requirements:

18) Portable Power requirements

- a) Portable radios shall operate from a single removable rechargeable battery unit. [1] []
- b) Batteries shall deliver sufficient power to operate a portable radio for a minimum of ten hours. This assumes a nominal 10% transmit, 10% receive and 80% standby cycle. [1] []
- c) Portable radios shall have a low battery indicator. [1] []
- d) Recharge time for portable batteries shall not exceed two hours. [1] []
- e) Single and multi-unit chargers shall be available. [1] []
- f) All chargers shall include capability for both nickel cadmium and nickel-metal hydride batteries. [1] []

[1] []

19) Portable Carrying Case

All portable radios shall be supplied with a swivel carrying case and cover, which permits full operation without removing the radio from the case. Identify and price as options any other carrying cases available for portable radios.

[1] []

20) Antenna

All portable radios shall be supplied with a flexible antenna.

[1] []

21) Portable Handheld Speaker/Microphone

All portable radios shall have the ability to interface with a handheld speaker/microphone and priced as an option. Antennas are not permitted on the speaker/microphones.

22) Portable Water Resistance/Waterproofing

- a) All portable radios shall be water-resistant. [1] []
- b) Submersible and/or ruggedized radios shall be available for optional purchase. [1] []

23) Portable Non-Visual Operation

The controls of portable radios shall be identifiable such that a home talkgroup and a desired volume level can be selected without looking at the controls. State how this is accomplished.

24) Portable Intrinsically Safe

Designated radios shall be intrinsically safe for operation in hazardous environments. Identify the costs for configuring an intrinsically safe radio.

Base Stations (Fixed RF Control Stations)

This subsection contains the requirements for fixed RF control stations. All necessary equipment including antennas shall be provided with these units. The requirements for these stations are:

25) Base Station Requirements

[5] []

Base stations shall be compatible to all features and capabilities of the trunked system. Base stations shall be available in local and remote control configurations.

26) Base Station Power Requirements

[5] []

Base stations shall operate on standard 115/220 VAC, Single phase, 60Hz power, with the option of operation on 12 VDC backup power. Backup power requirements shall be priced as an option.

27) Base Station Remote Control

[5] []

Selected base stations shall be capable of operating from single or multiple tone remote control units. These remote units shall be described and priced as an option.

TRAINING PLAN

The VENDOR shall provide in response to this RFP a condensed training plan describing how the VENDOR intends to provide training. This training plan shall include class types, duration, size, and cost, and shall be compatible with the implementation schedule provided by the VENDOR.

The VENDOR shall submit to the State of Colorado for approval during the detailed design phase a comprehensive, integrated training plan which, when implemented, will allow the State of Colorado's staff to effectively operate and maintain the provided systems over their life cycle period. This training plan shall include a list of all subjects with a description of subjects, provided class material, number of classes, class duration, class size, training location, and class cost. The training plan shall be compatible with the implementation schedule provided by the VENDOR. Classes shall be scheduled, as close to the time the student will start to perform their respective functions as possible to insure retention of the taught material by the student. In cases where training cannot be provided in the local area, the State of Colorado will pay travel costs.

Training

*Weight Response
 Code*

[5] []

1) Technical Training (Infrastructure and User Equipment)

The VENDOR shall provide complete and comprehensive technical training in the theory, maintenance, and repair of each type of equipment and system provided for the project. This training shall include, as a minimum, system theory, troubleshooting, repair, and servicing techniques as applicable to the selected system

2) *System Manager Training (Infrastructure)*

a) The VENDOR shall provide complete and comprehensive technical training for the State of Colorado's technical staff charged with managing the system. This training shall include, but is not limited to: planning and setting up the system and network; building and implementing system and network profiles and configurations; performing database management functions; monitoring and managing the system's performance; and writing and printing system reports. The VENDOR shall also provide training for any management programs used as the basis for the system management system actually supplied, and for managing the State of Colorado's combined networks. [5] []

b) Training shall occur in two phases: pre-staging and pre-cutover. Prior to staging, the VENDOR shall provide training on planning the system so that the State of Colorado's staffs are better equipped to explain the State of Colorado's requirements and assist with configuring the system for staging. Additional training shall be provided during the installation phase, but prior to cutover on all remaining topics listed above. [5] []

3) *Operational Training (Infrastructure and User Equipment)*

The VENDOR shall provide complete and comprehensive operational training including features, operation, and special care pertaining to the provided equipment.

a) *Size of Classes* [2] []
For instructor training, the size of each class shall not exceed 6 students per class, and for other types of training, shall not exceed ten (10) students per class. Training shall be conducted so as not to impair existing operations.

b) *Duration of Class* [2] []
The duration for a complete training class shall be proposed by VENDOR, and shall be subject to the State of Colorado's approval. The duration of any one session shall not exceed eight (8) hours in one day. When necessary, training classes shall be scheduled continuously. Any class or session in excess of four (4) hours for any one-day shall be broken into two segments with an appropriate break between segments.

c) ***Date, Time, and Location***

[2] []

The VENDOR and the State of Colorado shall agree upon the dates and times for all training classes. The State of Colorado prefers all training to be conducted on State of Colorado provided premises. The location of technical training will be determined during contract negotiations. The VENDOR shall provide all the necessary training aids, student handouts, and support equipment. The State of Colorado will provide necessary on-site classrooms for operational training.

d) ***Frequency of Classes***

[2] []

The VENDOR shall initially provide the required training classes for all designated personnel thirty (30) days prior to completing each system's installation. The State of Colorado will make a reasonable effort to make available on the prescribed dates the designated personnel for both technical and operational training. After the initial training, the VENDOR shall provide, as an option, additional technical training classes as determined by the implementation plan.

4) ***Instructional Material (Infrastructure and User Equipment)***

[2] []

The VENDOR shall provide all instructional material, including printed manuals, audio, video, interactive self-paced personal computer programs, and complete equipment operating instructions for all technical and operational training classes. Actual and/or exact model and series of equipment being delivered shall be made available for "hands-on" use and operation during training. All instructional material shall be subject to the approval of the State of Colorado.

SYSTEM DOCUMENTATION AND MAINTENANCE

System Documentation

The documents provided, as part of the contract must reflect the as-built configuration of the delivered product at time of system acceptance. All redlined drawings must be revised and delivered in final drawing format within sixty (60) days of system acceptance. It is required that all documentation be provided on bound, printed and digital media to be determined at contract negotiations.

All drawings, including vendor manuals must have flow charts to allow the technicians to follow signals through the system in a logical sequence during troubleshooting. An equipment manual number and title should appear in the block representing that item on the system block diagram, or a cross reference list may be provided to allow cross reference from a model number on the drawing to an appropriate manual that contains the detailed schematics and parts breakout for that item.

Manuals

	<i>Weight</i>	<i>Response Code</i>
1) <i>System Manuals (Infrastructure)</i>	[5]	[]
Thirteen copies for each radio system provided, plus one for each applicable site.		
2) <i>Operator Manuals (Infrastructure and User Equipment)</i>	[2]	[]
Thirteen copies for each type of fixed site equipment provided, and one set for each applicable site.		
3) <i>Maintenance Manuals (Infrastructure)</i>	[2]	[]
Thirteen copies for each type of fixed site equipment provided, and one set for each applicable site.		

4) *Field Units (Infrastructure and User Equipment)*

[1] []

One operator manual for each unit, and twenty (20) sets of operator and maintenance manuals for each workshop.

Maintenance, Parts and Repair

The VENDOR shall maintain and repair all systems, equipment, hardware and software throughout the implementation and warranty periods. The State of Colorado reserves the right to have technical staff on-site to witness, and if desired, assist in the maintenance and troubleshooting procedures. This does not relieve the VENDOR from warranty and maintenance responsibility as defined in this RFP. Assistance by the State of Colorado does not apply to the thirty- (30) day System Operational Test (SOT) prior system acceptance.

5) *Maintenance Plan*

During the design phase of the project, the VENDOR shall become familiar with the State of Colorado's maintenance philosophy and organization so that the VENDOR can identify the effect the new systems will have on the existing maintenance organization/system. The VENDOR shall analyze all the State of Colorado's requirements and recommend a plan for maintaining the new system in the future. The plan will consider the following.

- Existing maintenance methodology [1] []
- Capital investment effectiveness (Support equipment) [1] []

- Effect on staffing and organizational structure [1] []
- Site access times [1] []

- Availability/effectiveness of remote diagnostics and network management systems [1] []

- Remote software upgrades [1] []
- Existing technical skill levels and training [1] []

6) *Parts Availability*

From the date of installation to the fifteenth (15th) anniversary of the date of final acceptance, the VENDOR shall maintain replacement parts for all delivered equipment. After this in the event the VENDOR plans to discontinue stocking any part required for maintenance, the VENDOR shall send written notice to the State of Colorado twenty four (24) months prior to the date of discontinuance. If the VENDOR decides to discontinue manufacturing/supporting subassemblies, modules, boards, frames, software, or the model series equipment provided and installed for this project, the VENDOR shall notify the State of Colorado of its intent to do so. The VENDOR shall provide the State of Colorado a minimum of 180 days to order and purchase such items/support before production/support ceases.

All parts, ordered on a priority basis, shall be delivered, if in stock, within twenty-four (24) hours after placing an order. The VENDOR shall provide year around, 24 hour ordering facilities via telephone, EDI, e-mail, and fax service.

Maintenance Phases

The following three maintenance phases define specific responsibilities that the VENDOR must meet to maintain and repair installed equipment. These phases may overlap, except for the testing and verification phase. This phase will not end until final acceptance, unless the State of Colorado grants specific waivers. After system acceptance and warranty expiration the State of Colorado will maintain all system equipment.

7) *Installation Phase*

The installation phase for particular equipment covers the period from equipment delivery through installation, but prior to testing and verification.

8) *Testing and Verification Phase*

[2] []

The testing and verification phase covers the period following equipment installation when each trunked radio system or some portion thereof is being tested. This phase consists of several stages as follows:

- Site check-out and test
- System optimization and test
- Coverage testing

This phase ends when final acceptance (as defined in this RFP) is granted by the State of Colorado.

9) *Operational Phase - Under Warranty*

[20] []

The operational phase – the under warranty phase covers the period that begins with the final acceptance of each installation phase and lasts for the VENDOR defined warranty period (a minimum of one year).

Maintenance and Repair

10) *Warranty Repairs*

[10] []

The VENDOR shall be responsible for the maintenance and repair services of all installed equipment during the installation, testing, and operational - under warranty phases.

The State of Colorado will provide the necessary labor for maintenance and repair during the operational phase-post warranty period. The VENDOR shall provide the necessary parts as well as a technical representative to assist and manage maintenance and repair of the systems during the operational phase-under warranty period.

The VENDOR'S technical representative shall be available on a twenty-four-- (24) hour, seven (7) days-per-week basis. The State of Colorado requires a two-(2) hour on-site response from the VENDOR.

[5] []

11) Maintenance and Repair Consultation

The VENDOR shall provide in their response to this RFP the optional yearly cost for post warranty technical support.

The VENDOR'S personnel shall be available for consultation and technical support at any site, via telephone, e-mail, or via correspondence regarding any maintenance or repair questions arising out of the project.

[5] []

12) Maintenance and Repair Updates

The VENDOR shall notify the State of Colorado of any changes to prescribed maintenance procedures for their installed equipment/software for the life of the system. Any service note or maintenance information that becomes available after the equipment delivery must be sent to the State of Colorado. If changes in the maintenance procedures cannot be successfully attained through written materials and requires personal instruction from qualified VENDOR representatives, the VENDOR shall provide, at its sole cost, personal instructions to the State of Colorado' technicians responsible for the maintenance and repair of the pertinent portion of the system.

13) Special Maintenance Tools

The VENDOR shall recommend all special tools and software, including those considered proprietary, required or necessary for maintaining any installed equipment. All sets of special tools shall include any hardware or software-servicing aids not normally used in the day-to-day operations of a radio service facility. Special tools shall include utility software used to change equipment attributes.

The VENDOR shall provide any utility software specific to the VENDOR'S system that is not readily available from a third party.

SECTION IV

VENDOR RESPONSE FORMAT

VENDOR RESPONSE FORMAT

Submit eight (8) copies of proposal.

Proposals will include:

- 1) Signed Invitation for Bid form.
- 2) Total cost for System Infrastructure in Phase I and Phases II – VII. (Cost Schedules 1,2 and 3.
- 3) Total cost for User Equipment for Phase1 and Phases II-VII (Cost Schedules 4 and 5)
- 4) List of projects successfully completed of comparable type and size for similar DTR Implementations, and minimum of three letters of reference from previous governmental clients of the size and scope of this Project,
- 5) Complete a Proposed Schedule which clearly outlines the overall Design, Implementation, Acceptance Testing, and Dates for each task and milestone to be completed during Phase I of the Project,
- 6) Narrative description of the ability of your firm to fulfill the needs outlined in Section III of this RFP. **Clearly** itemize any variations from the specifications and/or options that your organization proposes,
- 7) Sample User Equipment specification sheets or brochures, which detail features and functionality, and current pricing that can be sent to State Customers interested in purchasing the User Equipment,
- 8) Professional vitae of principal and key personnel of the project team (substitutes of equal qualifications and experience will be provided by the Vendor in case key personnel are unable to complete the project)
- 9) Minority Owned Business Enterprises: The State defines a Minority Owned Business as one that is at least 51% owned, controlled and managed by a minority. Please indicate if your business qualifies as a minority owned business. Also, indicate to what extent subcontractor(s) who qualify as minority owned businesses, will be utilized for this specific RFP. Be sure to identify which specific category of minority owned business enterprise your firm, or any subcontractors, fit into: African-American, Hispanic-American, Asian/Pacific, American, Native American or other (please identify).

(This is for informational purpose only and will not be a factor

in the evaluation of proposals)

- 10) Woman Owned Business Enterprise:** The State defines a Woman Owned Business as one that is at least 51% owned, controlled and managed by a woman. Please indicate if your business qualifies as a woman owned business. Also, indicate to what extent subcontractor(s) who qualify as woman owned businesses will be utilized for this specific RFP.

*(This is for informational purpose only and will not be a factor
in the evaluation of proposals)*

- 11) Certificate of Insurance,** as outlined in Sample State Contract, paragraph 15.

- 12) State Special Provisions** pages signed by a responsible individual legally able to enter into Contractual Obligations for your organization. The signed Special Provisions page indicates your organization's intent to comply with all terms and conditions presented in those two pages.

- 13) Points of Contact:**

a) Under certain circumstances, the state may request written clarifications and/or revisions of your proposal response. Please provide the name, address, phone and FAX number of the person the state should contact if clarifications or revisions are needed.

b) As indicated in SECTION I - ADMINISTRATIVE INFORMATION, P. SELECTION OF PROPOSAL, all offerors will be notified as to the evaluation results. Please provide the name, address, phone and FAX number of the person to whom the state should send this notification.

14) SUBMISSION OF CONFIDENTIAL/PROPRIETARY INFORMATION

The state neither requests nor encourages the submission of confidential/proprietary information in response to this proposal. Information submitted will be open for public inspection. However, written requests for confidentiality can be submitted to the Division of Purchasing provided that the submission is in STRICT accordance with the following procedures. This remains the SOLE RESPONSIBILITY of the offeror.

The Division of Purchasing will make no attempt to correct any information that is found to be at a variance with this procedure. The offeror will not be given an opportunity to cure any variances after proposal opening. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed to the purchasing agent.

PROCEDURE

- a)* Written request for confidentiality shall be submitted, by the offeror, with proposal documents.
- b)* The written request will be enclosed in an envelope marked "REQUEST FOR CONFIDENTIALITY", and attached to the cover of the ORIGINAL copy of the offeror's proposal that contains the State of Colorado Invitation for Bid page with the offeror's ORIGINAL autographed signature.
- c)* The written request must state SPECIFICALLY, AND IDENTIFY BY PAGE NUMBER, what elements of the proposal are to remain confidential. SPECIFIC reasoning as to why EACH element is to remain confidential, OTHER than recitation of a SPECIFIC state or federal statute, is REQUIRED.
- d)* Confidential/proprietary information MUST be readily IDENTIFIED, MARKED and SEPARATED/PACKAGED from the rest of the proposal. Co-mingling of confidential/proprietary information and other information is NOT acceptable.
- e)* The purchasing agent will make a written determination as to the apparent validity of any request for confidentiality. The written determination of the purchasing agent will be sent to the offeror.
- f)* Proposals that are determined to be at variance with this procedure may be declared non-responsive by the purchasing agent and not given further consideration.

1) Instructions for Completion Of Cost Schedules

Pricing in response to this RFP is to be made using the format of the Microsoft Excel file (DTR Cost Schedule.XLS) provided with each bid package. Examples of each of five Cost Schedules are provided for your information and are available by selecting one of the five tabs located at the bottom of the Excel spreadsheet. Cost Schedules should be comprehensive and should include all components and services necessary to meet the requirements of this RFP. Costs not identified cannot be added or considered at a later time and will not be accepted in the final contract. **Please submit responses in the exact Excel file format provided or with all the elements described in that Example.**

2) Pricing

The Vendor should provide detailed pricing for each item or service necessary to comply with the requirements of this RFP. Section III reference item numbers are provided on the far left column of each Cost Schedule to define specific pricing requirements. Cost Schedules should include the following information as a minimum:

- a)*** Model number
- b)*** Description of item or service
- c)*** Unit price
- d)*** Extended price
- e)*** Total price

3) System Infrastructure

Vendors must complete Cost Schedules 1, 2 and 3 to be considered for award of the System Infrastructure described in this RFP. Engineering, Program Management and Coverage Testing costs are to be described and priced in the **other costs** category of Cost Schedules 1 and 3. Vendors are to use the information provided below to price Cost Schedule 3 (Phases II-VII System Infrastructure).

- a)*** Assume 120 RF sites with 5 repeaters per site.

-
- b)* Assume Five Regional Dispatch Centers with a combined total of 27 console operator positions.
 - c)* The State of Colorado will provide all infrastructure connectivity. Vendors shall qualify connectivity specifications.
 - d)* After award, but prior to the buildout of each phase, the Vendor in cooperation with the State of Colorado shall provide a Detailed Design Plan, based upon 95% mobile coverage, that includes all requirements of Section III and pricing on a per unit/item basis.
 - e)* Statewide operation of User equipment, as stated in Section III of this RFP, shall be seamless.

4) User Equipment

Vendors must complete Cost Schedules 4 and 5 to be considered for award of Price Agreements for this RFP. Products and services offered must be compliant with the Section III requirements referenced on each of the Cost Schedules. Vendors are to use estimated quantities provided on each of the Cost Schedules.

EXAMPLE

PHASE I
System Infrastructure
COST SCHEDULE # 1

EXAMPLE

Bidder:					PHASE I System Costs		
Item #	Section III Reference	Qty	Model / Part #	Description	Unit Price	Extended Price	
1	A - F			Trunked Backbone System			
1a				System Infrastructure		\$0.00	
1b				(Complete per instructions in Section IV instuction)		\$0.00	
1c						\$0.00	
1d						\$0.00	
1e						\$0.00	
1f						\$0.00	
						\$0.00	
2	G			Console Equipment			
2a				(Complete per instructions in Section IV instuction)		\$0.00	
2b				Note #1 - Minimum two operator positions.		\$0.00	
2c						\$0.00	
2d						\$0.00	
2e						\$0.00	
3	D11			Test Equipment Recommended			
3a						\$0.00	
3b						\$0.00	
3c						\$0.00	
3d						\$0.00	
3e						\$0.00	
4	D12			Programming Equipment			
4a						\$0.00	
4b						\$0.00	
4c						\$0.00	
4d						\$0.00	
4e						\$0.00	

EXAMPLE

PHASE I
System Infrastructure
COST SCHEDULE # 1

EXAMPLE

Bidder:					PHASE I System Costs		
Item #	Section III Reference	Qty	Model / Part #	Description	Unit Price	Extended Price	
5	J			System Documentation			
5a						\$0.00	
5b						\$0.00	
5c						\$0.00	
5d						\$0.00	
5e						\$0.00	
6				Other Costs			
6a						\$0.00	
6b						\$0.00	
6c						\$0.00	
6d						\$0.00	
6e						\$0.00	
7	I			Training Plan			
7a				(Complete per instructions in Section IV instuction)		\$0.00	
7b						\$0.00	
7c						\$0.00	
7d						\$0.00	
				TOTAL EXTENDED COST - Phase I		\$0.00	

EXAMPLE

EXAMPLE

System Infrastructure
OPTIONS
COST SCHEDULE # 2

Bidder:					PHASE I Option Costs		
Item #	Section III Reference	Qty	Model / Part #	Description of Optional Equipment	Unit Price	Extended Price	
1	A - F			Trunked Backbone System			
1a				System Infrastructure		\$0.00	
1b				(Complete per instructions in Section IV instuction)		\$0.00	
1c						\$0.00	
1d						\$0.00	
1e						\$0.00	
1f						\$0.00	
1f	D2(h)			Backup Power Supply - 4 Hour OPTION		\$0.00	
1g	D 12			Test Equipment OPTION		\$0.00	
1h	E 14			Digital Voice Encryption Equipment OPTION		\$0.00	
1i	F 5			Site Alarms OPTION		\$0.00	
1j	H 7(b)			Private Call Radio OPTION		\$0.00	
2	G			Console Equipment			
2a				(Complete per instructions in Section IV instuction)		\$0.00	
2b				Note #1 - Minimum two operator positions.		\$0.00	
2c						\$0.00	
2d						\$0.00	
2e						\$0.00	
3	D11			Test Equipment Recommended			
3a						\$0.00	
3b						\$0.00	
3c						\$0.00	
3d						\$0.00	
3e						\$0.00	
4	D12			Programming Equipment			
4a						\$0.00	
4b						\$0.00	
4c						\$0.00	
4d						\$0.00	
4e						\$0.00	
5				Implementation			

* OPTION Items to be ADDED to the basic BID are **BOLDED**.

EXAMPLE

EXAMPLE

System Infrastructure
OPTIONS
COST SCHEDULE # 2

Bidder:					PHASE I Option Costs		
Item #	Section III Reference	Qty	Model / Part #	Description of Optional Equipment	Unit Price	Extended Price	
5a						\$0.00	
5b						\$0.00	
5c						\$0.00	
5d						\$0.00	
5e						\$0.00	
6				Other Costs			
6a						\$0.00	
6b						\$0.00	
6c						\$0.00	
6d						\$0.00	
6e						\$0.00	
7	I			Training Plan			
7a				(Complete per instructions in Section IV instuction)		\$0.00	
7b						\$0.00	
7c						\$0.00	
7d						\$0.00	
7e	I 3(d)			Additional Technical Training Class OPTION		\$0.00	
TOTAL EXTENDED COST with OPTIONS - Phase I						\$0.00	

* OPTION Items to be ADDED to the basic BID are **BOLDED**.

EXAMPLE

PHASES II-VII
System Infrastructure
Cost SCHEDULE #3

EXAMPLE

Bidder:					PHASE II-VII System Costs		
Item #	Section III Reference	Qty	Model / Part #	Description	Unit Price	Extended Price	
1	A - F			Trunked Backbone System			
1a				System Infrastructure		\$0.00	
1b				(Complete per instructions in Section IV instuction)		\$0.00	
1c						\$0.00	
1d						\$0.00	
1e						\$0.00	
1f						\$0.00	
						\$0.00	
2	G			Console Equipment			
2a				(Complete per instructions in Section IV instuction)		\$0.00	
2b				Note #1 - Minimum two operator positions.		\$0.00	
2c						\$0.00	
2d						\$0.00	
2e						\$0.00	
3	D11			Test Equipment Recommended			
3a						\$0.00	
3b						\$0.00	
3c						\$0.00	
3d						\$0.00	
3e						\$0.00	
4	D12			Programming Equipment			
4a						\$0.00	
4b						\$0.00	
4c						\$0.00	
4d						\$0.00	
4e						\$0.00	

EXAMPLE

PHASES II-VII
System Infrastructure
Cost SCHEDULE #3

EXAMPLE

5	J			System Documentation			
5a						\$0.00	
5b						\$0.00	
5c						\$0.00	
5d						\$0.00	
5e						\$0.00	
6				Other Costs			
6a						\$0.00	
6b						\$0.00	
6c						\$0.00	
6d						\$0.00	
6e						\$0.00	
7	I			Training Plan			
7a				(Complete per instructions in Section IV instuction)		\$0.00	
7b						\$0.00	
7c						\$0.00	
7d						\$0.00	
				TOTAL EXTENDED COST - Phase I		\$0.00	

**PHASE I
USER EQUIPMENT
COST SCHEDULE #4**

Bidder:					PHASE I User Equipment Costs			
Item #	Section III Reference	Qty *	Model / Part #	Description Of USER Equipment	Unit Price	Extended Price	Extended Warranty 3 Year COST/UNIT	Extended Warranty 5 Year COST/UNIT
1	H 1 - 17			Mobile Radios				
1a	H 1 - 13	55		Low Tier		\$0.00		
1b	H 1 - 13	140		Mid Tier		\$0.00		
1c	H 1 - 13	25		High Tier		\$0.00		
1d	H 1 - 17	30		Motorcycle Radios		\$0.00		
1e	H 16	10		Mobile Vehicle Noise OPTION		\$0.00		
2	H 1 - 13 and 18-24			Portable Radios				
2a	H 1 - 13 and 18-24	65		Low Tier		\$0.00		
2b	H 1 - 13 and 18-24	150		Mid Tier		\$0.00		
2c	H 1 - 13 and 18-24	35		High Tier		\$0.00		
2d	H 19	250		Portable Carrying Case OPTION		\$0.00		
2e	H 21	250		Portable Handheld Speaker/Microphone		\$0.00		
2f	H 22(b)	1		Submersible and/or ruggedized OPTION		\$0.00		
3	H 25 - 27			Fixed RF Control Stations				
3a	H 25 - 27	1		Low Tier		\$0.00		
3b	H 25 - 27	2		Mid Tier		\$0.00		
3c	H 25 - 27	1		High Tier		\$0.00		
3d	H 26	1		12 VDC backup power OPTION		\$0.00		
3e	H 27	2		Remote Control Units OPTION		\$0.00		
4				Other Equipment				
4a	E 14 and H 11	25		Digital Voice Encryption OPTION		\$0.00		
4b	H 7(b)	250		Private Call Radio OPTION		\$0.00		
5				Training				
5a	I 3	1				\$0.00		
				TOTAL EXTENDED COST - Phase I		\$0.00		

* Quantities per Category are **ESTIMATES ONLY**.

Total purchased Subscriber Units **ESTIMATE** for Phase I is 500.

EXAMPLE

Phase I-VII
USER EQUIPMENT
COST SCHEDULE # 5

EXAMPLE

Bidder:					PHASES II-VII User Equipment Costs			
Item #	Section III Reference	Qty	Model / Part #	Description Of USER Equipment	Unit Price	Extended Price	Extended Warranty 3 Year COST/UNIT	Extended Warranty 5 Year COST/UNIT
1	H 1 - 17			Mobile Radios				
1a	H 1 - 13	1155		Low Tier		\$0.00		
1b	H 1 - 13	2940		Mid Tier		\$0.00		
1c	H 1 - 13	525		High Tier		\$0.00		
1d	H 1 - 17	630		Motorcycle Radios		\$0.00		
1e	H 16	200		Mobile Vehicle Noise OPTION		\$0.00		
2	H 1 - 13 and 18-24			Portable Radios				
2a	H 1 - 13 and 18-24	1365		Low Tier		\$0.00		
2b	H 1 - 13 and 18-24	3150		Mid Tier		\$0.00		
2c	H 1 - 13 and 18-24	735		High Tier		\$0.00		
2d	H 19	1000		Portable Carrying Case OPTION		\$0.00		
2e	H 21	1000		Portable Handheld Speaker/Microphone		\$0.00		
2f	H 22(b)	1		Submersible and/or ruggedized OPTION		\$0.00		
3	H 25 - 27			Base Stations				
3a	H 25 - 27	93		Low Tier		\$0.00		
3b	H 25 - 27	185		Mid Tier		\$0.00		
3c	H 25 - 27	92		High Tier		\$0.00		
3d	H 26	370		12 VDC backup power OPTION		\$0.00		
3e	H 27	10		Remote Control Units OPTION		\$0.00		
4				Other Equipment				
4a	E 14 and H 11	500		Digital Voice Encryption OPTION		\$0.00		
4b	H 7(b)	500		Private Call Radio OPTION		\$0.00		
5				Training				
5a	I 3	1				\$0.00		
				TOTAL EXTENDED COST - Phases II - VII		\$0.00		

* 1) Quantities per Category are ESTIMATES ONLY. Total purchased User Equipment ESTIMATE by State Agencies for Phase II - VII is 10,500.

2) Quantity ESTIMATE for Local Government Jurisdictions is an ADDED 5,000 subscriber units.

SECTION V

EVALUATION

EVALUATION

EVALUATION PROCESS

An evaluation committee will judge the merits of the proposals received in accordance with the following evaluation factors. The evaluation will be in two areas: Infrastructure and User Equipment. In order for the perspective vendor to be considered for award in either of the areas, successful compliance to the Mandatory Section B is required. The committee recommendation will be forwarded to the Division of Purchasing for review and approval. Failure of the Vendor to provide any information requested in the RFP may result in the disqualification of the proposal.

The evaluation committee will perform an initial review and scoring of written proposal responses. In order to be considered for award, a proposal must achieve a technical score of 1100 points or more. Of those Vendors achieving the minimum score, the State reserves the right to ask for clarifications and/or revisions to their proposal responses. For the same group of Vendors, the State reserves the right to have individual discussions with Offerors to insure a better understanding of the State's requirements and/or of the Vendor's proposal response.

For the Infrastructure portion of this RFP, the Vendor with the highest score will be recommended for the award. For the User Equipment portion, those Vendors who are deemed in the competitive range will be recommended for award.

MANDATORY SECTION

The following is a mandatory section. Failure of the perspective vendor to comply with the mandatory section will result in disqualification of the proposal.

Mandatory Section

Section	Description	Mandatory	Vendor 1	Vendor 2	Vendor 3
D. 2)a)	Standards	M			

PHASE I SYSTEM INFRASTRUCTURE SCORED SECTION

The perspective vendors that comply with the mandatory sections will then qualify to be scored on the Phase I System Infrastructure. Scoring will be on a combination of compliance with requirements and cost. The following is the scoring sheet for the requirement evaluation.

Phase I System Infrastructure Scored Sections

Section	Description				
D.	General Requirements	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1)	System Infrastructure	50			
2)	Overall System Requirements	355			
3)	Radio Coverage	75			
4)	Coverage Maps	10			
5)	System Tests	160			
6)	Frequency Coordination, Licensing, or Modification	2			
7)	Site Coordination and Development	5			
8)	Design Diagrams	5			
9)	Shared Infrastructure	75			
10)	System Expansion	100			
11)	Test Equipment and Spare Parts	3			
12)	Programming Equipment	5			
13)	Open System Architecture	50			
14)	Mutual Aid Channels	5			
15)	Functional Interoperability	22			
		Maximum	Vendor 1	Vendor 2	Vendor 3
D.	Section score	922	0	0	0
E.	System Features	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1)	Trunked Operation	20			
2)	Modulation	20			

3)	Reliability	20			
4)	RF Channels	20			
5)	Loading Analysis	20			
6)	Unit ID's	10			
7)	Talkgroups	32			
8)	Channel Access	9			
9)	Talkgroup Assignment	4			
10)	Out of Range Indication	1			
11)	Private Conversations	1			
12)	Multi Talkgroup Call	1			
13)	Individual Unit Disable	1			
14)	Digital Voice Encryption	100			
15)	Patching	1			
16)	Data	5			
		Maximum	Vendor 1	Vendor 2	Vendor 3
E.	Section Score	265	0	0	0
F.	Trunking Infrastructure	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1)	Transmitter/Receiver Site	50			
2)	Trunking System Redundancy	40			
3)	Roaming	40			
4)	Combiners/Multicouplers	5			
5)	Site Alarms	28			
6)	System Controller	140			
7)	Spare Equipment	10			
		Maximum	Vendor 1	Vendor 2	Vendor 3
F.	Section Score	313	0	0	0
G.	Console Features and Capabilities	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1)	Centralized Processing	10			
2)	Redundancy and Modularity	35			
3)	Remote Operation	20			
4)	Logging Recorder	20			
5)	CAD System Integration	25			
6)	CRT Controller	5			
7)	Talkgroup Access	40			
8)	Operational Indicators	40			
9)	Transmit/Receive Control	35			
10)	Audio Control	36			

11)	System Manager Interface	70			
		Maximum	Vendor 1	Vendor 2	Vendor 3
G.	Section Score	336	0	0	0
I.	System Training Plan	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1)	Technical Training	5			
2)	System Manager Training	10			
3)	Operational Training	8			
4)	Instructional Material	2			
		Maximum	Vendor 1	Vendor 2	Vendor 3
I.	Section Score	25	0	0	0
J.	System Documentation and Maintenance	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1)	System Manuals	5			
2)	Operator Manuals	2			
3)	Maintenance Manuals	2			
4)	Field Units	1			
5)	Maintenance Plan	7			
6)	Parts Availability	5			
7)	Installation Phase	2			
8)	Testing and Verification Phase	2			
9)	Operational Phase - Under Warranty	20			
10)	Warranty Repairs	10			
11)	Maintenance and Repair Consultation	5			
12)	Maintenance and Repair Updates	5			
13)	Special Maintenance Tools	2			
		Maximum	Vendor 1	Vendor 2	Vendor 3
J.	Section Score	68	0	0	0
	Infrastructure	Maximum	Vendor 1	Vendor 2	Vendor 3
	Score for Sections D,E,F,G,I,J	1929	0	0	0

TOTAL PHASE I INFRASTRUCTURE SCORE SECTION

The combination of requirements and cost is scored in the following table. Item 1, is the score from Section C. Item 2, is a combination score of costs from Phase I and Phases II-IV. Note that Phase II-IV costs are considered for award of Phase I. The perspective vendor with the highest Total Score will be recommended for award of the Infrastructure contract.

Total Phase 1 System Infrastructure Score

Item	Infrastructure	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1	Score for Sections D,E,F,G,I,J	1929	0	0	0
2	Cost Score (25% of Total)	643	0	0	0
3	Score for Options				
	Total Score	2572	0	0	0

PHASE I USER EQUIPMENT SCORED SECTION

This section is to score vendors opting to be considered for Phase I User Equipment. All vendors submitting a proposal for User Equipment award will be scored in this section and the scores will be compared to other vendor scores. Separate award(s) for User Equipment may be made.

Phase 1 User Equipment Scored Sections

H.	User Equipment	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1)	Features	75			
2)	Conventional Compatibility	40			
3)	Frequency Gen. and Programming	30			
4)	Digital Modulation	40			
5)	Emergency Operation	4			
6)	Scanning Radios	5			
7)	Private Call Radios	4			
8)	Alphanumeric Display Radios	4			
9)	Audible Indicator	20			
10)	Transmit Inhibit Timer	2			
11)	Voice Security Capability	18			
12)	Inventory Listing	2			
13)	Sample Radios	5			
14)	Mobile Power Requirements	10			
15)	Mobile Mounting	10			
16)	Mobile Vehicle Noise	1			
17)	Motorcycle Radios	10			
18)	Portable Power Requirements	6			
19)	Portable Carrying Case	1			
20)	Portable Antenna	1			
21)	Portable Handheld Speaker/Mic	1			
22)	Portable Water Resistance/Waterproof	2			
23)	Portable Non-visual Operation	1			
24)	Portable Intrinsically Safe	1			
25)	Base Station Requirements	5			
26)	Base Station Power Requirements	5			
27)	Base Station Remote Control	5			
		Maximum	Vendor	Vendor	Vendor

			1	2	3
H.	Section Score	308	0	0	0
I.	User Equipment Training Plan	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1)	Technical Training	5			
2)	System Manager Training				
3)	Operational Training	8			
4)	Instructional Material	2			
		Maximum	Vendor 1	Vendor 2	Vendor 3
I.	Section Score	15	0	0	0
J.	User Equipment Documentation and Maintenance	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1)	System Manuals				
2)	Operator Manuals	2			
3)	Maintenance Manuals				
4)	Field Units	1			
5)	Maintenance Plan	7			
6)	Parts Availability	5			
7)	Installation Phase				
8)	Testing and Verification Phase	2			
9)	Operational Phase - Under Warranty	20			
10)	Warranty Repairs	10			
11)	Maintenance and Repair Consultation	5			
12)	Maintenance and Repair Updates	5			
13)	Special Maintenance Tools	2			
		Maximum	Vendor 1	Vendor 2	Vendor 3
J.	Section Score	59	0	0	0
	User Equipment	Maximum	Vendor 1	Vendor 2	Vendor 3
	Score for Sections H,I,J	382	0	0	0

PHASE I USER EQUIPMENT TOTAL SCORED SECTION

The combination of requirements and cost for Phase I User Equipment is scored in the following table. Item 1, is the score from Section E. Item 2, is a combination score of costs from Phase I and Phases II-IV. Note that Phase II-IV costs are considered for award of Phase I. Multiple User Equipment awards may be made.

Phase I Total User Equipment Score

Item	User Equipment	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
1	Score for Sections H,I,J	382	0	0	0
2	Cost Score (40% of Total)	255	0	0	0
3	Score for Options				
	Total Score	637	0	0	0

PHASE I OPTIONS SCORED SECTION

This section is to score the various options contained in Section III. Scores from different vendors will be compared and selection and award may be made on an item by item basis.

Options

Section	Infrastructure Options	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
D2(h)	Backup Power Supply, 4 Hr OPTION	10			
D 12	Test Equipment OPTION	10			
E 11	Private Call Radio OPTION	10			
E 14	Digital Voice Encry. Equip. OPTION	100			
F 5	Site Alarms OPTION	10			
I 3(d)	Addn'l Tech. Training Class OPTION	10			
	Infrastructure Options	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
	Total Score	150			
Section	User Equipment Options	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
H 7(b)	Private Call Radio OPTION	10			
H 11	Digital Voice Encry. Radio OPTION	10			
H 16	Mobile Vehicle Noise OPTION	10			
H 19	Portable Carrying Case OPTION	10			
H 21	Portable Handheld Spkr/Mic	10			
H 22(b)	Submersible Radios OPTION	10			
H 22(b)	Ruggedized Radios OPTION	10			
H 26	12 VDC backup power OPTION	10			
H 27	Remote Control Units OPTION	10			
I 3(d)	Addn'l Tech. Training Class OPTION	10			
	User Equipment Options	Maximum Score	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score
	Total Score	100			

APPENDICES

I) Maps

- a) State wide microwave system***
- b) Phase one Microwave Sites***
- c) Colorado State Patrol VHF system***
- d) Colorado Department of Transportation VHF system***
- e) Phase one operational boundaries***

II) Documents (Available upon Request)

- a) HB-1068***
- b) IMC Document***
- c) State of Colorado DTR plan***
- d) Region Seven Plan***
- e) Project 25***

APPENDIX II-E. APPLICABLE PROJECT 25 DOCUMENTS

Common Air Interface

ANSI/TIA/EIA102.BAAA
TSB102.BAAB-A
TSB102.BAAC-A
TSB102.BAAD

Common Air Interface
CAI Conformance Testing
CAI Reserved Values
CAI Operational Description for Conventional Channels

Vocoder

IS102.BABA
IS102.BABB
IS102.BABC

Vocoder Description
Vocoder Mean Opinion Score and Conformance Test
Project 25 Vocoder Reference Test

Transceiver Performance

TSB102.CAAA

TSB102.CAAB

Digital C4FM/CQPSK Transceiver Measurement
Methods
Digital C4FM/CQPSK Transceiver Performance
Recommendations

Trunking Applications

TSB102.AABA
TSB102.AABB
TSB102.AABC
TSB102.AABD
TSB102.AABF

Trunking Overview
Trunking Control Channel Formats
Trunking Control Channel Messages
Trunking Procedures
Link Control Word Formats and Messages

Conventional Applications

TSB102.BAAD

TSB102.AABG
TSB102.AABF

Common Air Interface Operational Description for
Conventional Channels
Project 25 Conventional Control Messages
Link Control Word Formats and Messages
(See description in Trunking section of this
document)

Intersystem Interface

TSB102.BACC
TSB102.BACA

Inter-RF Subsystem Interface Overview
Inter-RF Subsystem Interface Messages Definition

Telephone Interconnect

IS102.BADA

Telephone Interconnect Requirements and
Definitions (Voice Service)

Data

IS102.BAEA
TSB102.BAEB
IS102.BAEC
IS102.BAEE

Data Overview
Packet Data Specification
Circuit Data Specifications
Radio Control Protocol Specifications

Network Management

TSB102.BAFA

Network Management Interface Definition

Security

TSB102.AAAB

IS102.AAAA

IS102.AAAC

TSB102.AACA

TSB102.AACB

TSB102.AACC

Security Services Overview

DES Encryption Protocol

DES Encryption Conformance

Over-the-Air-Rekeying Protocol

OTAR Operational Description

OTAR Operational Conformance

Department or Agency Number AMA
Contract Routing Number <u>99</u> -

SAMPLE STATE CONTRACT

TELECOMMUNICATIONS DIGITAL TRUNK RADIO INFRASTRUCTURE CONTRACT

THIS CONTRACT is made this _____ day of _____, in the year Nineteen Hundred and Ninety Nine, between the STATE OF COLORADO, acting by and through the Department of Personnel, General Support Services, Colorado Information Technology Services, Telecommunication Services, with offices at 2452 West Second Avenue, Unit #19, Denver, CO 80223, for the use and benefit of the state agencies and institutions; each of whom are referred to herein as ("State", or "Customer") and _____, a [State Name] Corporation with offices at _____, hereinafter to as "Contractor" or "Vendor."

RECITALS

WHEREAS, the funds exist in the Law and Funds have been budgeted, appropriated, and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this contract in Fund Number _____, Appropriation Account _____, and Organization Code _____, for these telecommunication services.

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, [Contractor's NAME] has been selected as the successful Vendor of State's Request For Proposal, RFP Number _____, for the purpose of proving the concept of the integrated Digital Trunked Radio (DTR) System during Phase I Pilot Project as designated herein within the Denver Metropolitan Area, and/or providing equipment and services required during subsequent Phases of the Regional implementation of the State-wide DTR system; and

WHEREAS, in consideration for the performance of said work and services, the State agrees to pay to [CONTRACTOR'S NAME], fees and charges specified below, and

WHEREAS, the procurement of these services is authorized by the Colorado Procurement Code, and

WHEREAS, the State hereby warrants and represents that it has complied with the provisions of all applicable State of Colorado statutes, rules and regulations in order to enter into this Contract, as defined herein below; and

WHEREAS, the Contractor wishes to provide telecommunications services to the State as described in Paragraph #1, Scope of Work, below, and the State has a required need for such service.

NOW THEREFORE, it is hereby agreed that in consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the State and Contractor agree to the following terms and conditions shall apply to [CONTRACTOR'S NAME]'s Contract for Service.

1. SCOPE OF WORK.

1.1. Subject to the terms and conditions set forth herein, the Vendor shall engineer, provide, deliver, test, document and insure proper installation by State technicians; an 800 MHz Trunked Radio System that interfaces with the Telecommunications Backbone Network for the State and all user equipment using Project 25 open standard architecture. The System shall consist of all equipment required to make such a system operational, including, but not limited to controllers, telecommunications backbone interface, console display stations, network and maintenance software, and user equipment. The Vendor and the State will meet to define and finalize the "Detail Design Review" (DDR) for each Phase implementation after the Phase I Pilot Project. This process will result in a "Detailed Design Plan" (DDP) which will be submitted and signed by the Vendor and approved by the State. As a minimum, this DDP shall meet the requirements of the Request for Proposal and Contractor's Proposal and shall consist of a final detailed engineering design specifying a complete Statement of Work for the next Phase implementation, including, but not limited to; all engineering requirements for that phase to include grade of service review, frequency allocations and interface analysis, RF coverage review, microwave interface review, results of the final Site selections required, a Site by Site equipment configuration review including detailed component pricing, and the final schedule for the next Phase. This contract is not intended to govern the supply of user equipment also acquired by the Request for Proposal.

1.2 DTR System Design and Performance Responsibility. The Vendor has complete responsibility for acceptable performance of the entire Digital Trunked Radio System as the System may be expanded from time-to-time through the various phases. The Vendor shall insure that coverage performance standard specified in the RFP, section III (3), and

further detailed in the DDP for each Phase are met.. Final system acceptance shall be based upon requirements in RFP, Section III and the system acceptance plan developed by the vendor and approved by the State. This final system acceptance criteria shall be met during short term acceptance testing for each Phase implementation. Long-term system performance in all zones operating shall continue to meet the final system acceptance criteria for the duration of all Statewide DTR Phase implementations.

1.3 The hardware and software contracted for by the State herein shall be delivered to its proper location by the Vendor and properly installed by State technicians, without additional cost to the State. The State shall not be deemed to have accepted, for the purposes of its Phase Acceptance Milestones, any component, or piece of hardware and/or software until such time as said Hardware and/or Software has been properly installed, is operating in accordance with the specifications of the DDP and is accepted by the State in completion of that Phase Acceptance Milestone.

1.4 The Hardware/Software provided by the Vendor for the proper functioning of the System, shall be maintained and supported at no additional cost for the warranty period of one year. (term of this contract). The contractor warrants that spare parts shall remain available for the period and under the terms specified in the request for Proposals. Upgrades of Hardware/Software shall be made backward compatible and available to insure compliance with then-current Project 25 standards for the time specified for availability of spare parts.

1.5 Intellectual Property Rights. Any supplies or equipment delivered under this contract will be owned by the State. Any software, reports, data, manuals, or other documents, drawings or materials ("works") delivered or prepared by contractor in the performance of its obligations under this contract shall be subject to an irrevocable nonexclusive, perpetual, paid-up, transferable license to use, and permit others to use for State purposes, the software, reports, data, or other documents, drawings, or materials. The use rights described herein shall include but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

2. PERFORMANCE PERIOD.

2.1. Subject to availability of funds, the term of this Contract will be effective upon approval by the State Controller ("Commencement Date"), or designee, or on May 1, 1999, whichever is later, and shall continue through _____, the date established for completion of the Phase I installation, subject to termination as provided herein and availability of funds for payments due in subsequent fiscal years. At the option of the State, and subject to validation of the success of Phase I Pilot Project, the State may renew this agreement for each subsequent Phase(s), pending completion, submission, and acceptance of the Detailed Design Plan for each subsequent phases(s). Such renewal shall be accomplished through a contract amendment executed and approved in accordance with State fiscal rules, and shall not be effective until approved by the State Controller or such assistant as he may designate. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

2.2 The Contractor warrants that it can design and furnish an integrated, functioning system having the components described in the request for proposal for subsequent Phases at a price to the State not to exceed the following, based upon the projected index of Sites specified in the RFP:

Phase II – VII \$

Delivered by

The parties agree that "time is of the essence" during Phase 1, and subsequent Phases if the State exercises its option to acquire subsequent phases, and failure of the Contractor to complete the milestones or required reports by the dates specified shall be grounds for termination or default, subject to the adjustment of extension in time of performance according to the terms of this Contract.

3. CHARGES.

3.1 The State will order, and the contractor agrees to deliver services as detailed in Exhibit A, B, and C, not to

exceed \$ [Vendor's RFP Price], during Phase 1, or at the prices not to exceed those specified in paragraph 2.2 for subsequent Phases of the Contract, unless a deviation from the Baseline Site List is requested or required by the State Project Engineer.

3.2 The deliverable and corresponding payment schedule in Exhibit C shall determine the payment schedule during Phase I of the Contract.

3.3 The Contractor shall during Phase I of the Contract, and any subsequent Phase where the State exercises its option to acquire performance during that Phase, submit a written report detailing the progress for each Contractor's duties and obligations, as defined by the Project Schedule detailed in Exhibit C, on a quarterly basis, or as specified in Exhibit C or on the Detailed Design Plan Project Schedule for subsequent Phases developed by the Contractor and approved by the State . The preparation of reports in a timely manner shall be the responsibility of the Contractor and failure to comply may result in withholding or elimination of payment of funds and/or termination of the Contract.

3.4 As specified in Exhibit C (and in Detailed Design Plan Project Schedules for subsequent Phases), payment for any services will not be made until inspections and acceptance are made in accordance with paragraph 4 below.

3.5 If the feasibility of the integrated Digital Trunked Radio (DTR) system is satisfactorily proven and accepted by the State during the Phase I Pilot Project, the State will have the right to purchase equipment during subsequent Phases; at the rates proposed in the RFP, or the lowest prevailing discounted rates charged by the Contractor, whichever is less, not to exceed the prices specified in paragraph 2.2 for the configuration specified in the RFP . The Contractor shall offer the equipment itemized in the RFP or propose new Project 25 compliant equipment not itemized at the time of the award, which incorporates the most recent and current Project 25 standards and functionality at the lowest prevailing

discounted market rates. This Contract makes no guarantees of the volume of equipment or services to be ordered during subsequent Phases of the Contract option periods.

3.6 Total cost of this Contract shall not exceed \$ _____, if there are no variations from the original RFP proposal based on the Sites specified by the State.

4. INSPECTION AND ACCEPTANCE. The State reserves the right to inspect services performed and supplies and equipment delivered under this Contract at all reasonable times and places during the term of the Contract. If any of the services or supplies do not conform with Contract requirements, the State may reject nonconforming supplies or require the Contractor to perform the services again in conformity with Contract requirements, with no additional payment. In the case of a State election to accept nonconforming tender, or when defects in quality or quantity of service cannot be corrected by re-performance, the State may (1) require the Contractor to take necessary action to insure that the future performance conforms with the contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed or supplies accepted. These remedies in no way limit the otherwise remedies available to the State in this Contract or remedies otherwise available at law or equity.

5. WARRANTIES. Contractor warrants that all supplies (and services) furnished under this Contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturers recommendations or other industry standards, and will function in a failure-free manner for a period of one year from the date of acceptance of installation. Contractor shall, at its option, repair or replace any supplies or re-perform services that fail to satisfy this warranty during the warranty period. Additionally, contractor agrees to assign to the State all written manufacturers warranties relating to the supplies and to deliver such written warranties to the customer. The existence of this or any other express warranty in this contract shall not impair or limit the remedies otherwise granted under this contract or available to the State at law or equity.

6. BILLING FOR SERVICE.

6.1. CUSTOMER shall pay each bill in full within forty-five (45) days of delivery of supplies or equipment or completion of services, after receipt of an acceptable invoice describing the supplies delivered, services performed date of delivery or performance, and account of payment due pursuant to this Contract. A State liability not paid within forty-five days is considered delinquent and interest on the unpaid balance shall be paid beginning with the forty-sixth day at the rate of one-percent per month on the unpaid balance until paid in full. A liability shall not arise if a good faith dispute exists as to the agency's obligation to pay all or a portion of the liability.

7. TAX EXEMPT STATUS. It is hereby recognized and acknowledged by [CONTRACTOR'S NAME] that CUSTOMER is tax-exempt and is not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. CUSTOMER's FEIN # is 84-730123K. CUSTOMER's tax exemption number is 98-02565.

CUSTOMER is also not liable for any taxes of [CONTRACTOR'S NAME] for franchise or related to the income of the [CONTRACTOR'S NAME]. No taxes of any kind shall be charged to CUSTOMER.

8. **TERMINATION FOR CONVENIENCE.**

a. **Termination.** The State may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the agency. The State shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. This in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

b. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The State may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete and deliver to the purchasing agency the work not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

c. **Compensation.**

(i) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data bearing on such claim. If the Contractor fails to file a termination claim within 90 days from the effective date of termination, the State may pay the Contractor, if at all, an amount set in accordance with subparagraph c(iii) in this paragraph.

(ii) The State and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data and that the settlement does not exceed the total contract price plus settlement costs, reduced by payments previously made by the State, the proceeds of any sales of supplies and manufactured materials made under agreement, and the contract price of the work not terminated.

(iii) Absent complete agreement under subparagraph c(ii) of this paragraph, the State shall pay the Contractor the following amounts, provided payments agreed to under subparagraph c(ii) shall not duplicate payments under this subparagraph:

(a) contract prices for supplies or services accepted under the contract;

(b) costs incurred in preparing to perform the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid to or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have been

sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(c) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to the Contractor's Obligations paragraph of this clause. These costs must not include costs paid in accordance with subparagraph c(ii) of this paragraph;

(d) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection terminated portion of this contract. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph (b) of this paragraph, and the contract price of work not terminated.

(iv) Cost claimed or agreed to under this section shall be in accordance with applicable sections of the Colorado State Procurement Code.

9. LAWFULNESS. This Contract and the parties' actions under this Contract shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders.

10. LEGAL AUTHORITY. The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

11. SEVERABILITY. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of the Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

12. REMEDIES. In addition to any other remedies provided for in this Contract and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if [CONTRACTOR'S NAME] substantially fails to satisfy the duties and obligations in the Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect, improper performance, activities, or inaction by [CONTRACTOR'S NAME]. These remedial actions are as follows:

12.1 Suspend [CONTRACTOR'S NAME]'s performance pending necessary corrective action

as specified by CUSTOMER without [CONTRACTOR'S NAME]'s entitlement to adjustment in price/cost or schedule; and/or

12.2 Withhold payment to [CONTRACTOR'S NAME] until the necessary Services or corrections in performance are satisfactorily completed; and/or

12.3 Deny payment for Services which have not been performed or conforming supplies or equipment not delivered due to circumstances caused by [CONTRACTOR'S NAME].

12.4 Terminate the Contract for default.

The above remedies are cumulative and the ordering entity, in its sole discretion, may exercise any or all of them individually or simultaneously.

13. FORCE MAJEURE.

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". "Force majeure" means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics, quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.

The existence of such causes of delay or failure shall extend the period for performance to such extent as may be necessary to enable the complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed. Nothing in this paragraph shall prevent the State from covering its requirements from another vendor during the period of delay.

14. TERMINATION FOR DEFAULT/CAUSE.

a. **Default.** If the Contractor refuses or fails to timely perform any of the provisions of this contract, with such diligence as will ensure its completion within the time specified in this contract, the State may notify the Contractor in writing of the non-performance, and if not promptly corrected, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

b. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the State, the Contractor shall take timely reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.

c. **Compensation.** Payment for completed supplies delivered and accepted by the

State shall be at the contract price. The State may withhold amounts due to the Contractor as the State deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

d. **Excuse for Nonperformance or Delayed Performance.** The Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms if such failure arises out of acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. Upon request of the Contractor, the State shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractors progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the purchasing agency.

e. **Erroneous Termination for Default.** If after notice of termination of the Contractors right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

15. **INSURANCE.**

a. The [Contractor][Vendor] shall obtain, and maintain at all times during the term of this agreement insurance in the following kinds and amounts:

(i) Standard Worker's Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

(ii) General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverages;

(1) Combined single limit of \$600,000 written on an occurrence basis.

(2) Any aggregate limit will not be less than \$1,000,000.

(3) Combined single limit of \$600,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends three years beyond the performance period of the contract.

(4) If any aggregate limits are reduced below \$600,000 because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

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- b. The State of Colorado shall be named as additional insured on each liability policy.
- c. The insurance shall include provisions preventing cancellation without 60 days prior notice by certified mail to the State.
- d. The [vendor][Contractor] shall provide certificates showing adequate insurance coverage to the State within 7 working days of award or contract execution, unless otherwise provided.

16. INDEPENDENT CONTRACTOR RELATIONSHIP. THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF CUSTOMER. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAXES AND LOCAL HEAD TAX ON ANY MONIES PAID PURSUANT TO THE CONTRACT. CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT CUSTOMER DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTORS SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE ORDERING ENTITY TO ANY CONTRACTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF CONTRACTOR ITS EMPLOYEES OR AGENTS.

17. LICENSES, PERMITS AND RESPONSIBILITIES. [CONTRACTOR'S NAME] certifies that, at the time of entering into this Contract, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the Services of this Contract. [CONTRACTOR'S NAME] warrants that it will maintain all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform this Contract without reimbursement by CUSTOMER or other adjustment in contract price. Additionally, all employees of [CONTRACTOR'S NAME] performing services shall hold the required licenses or certification, if any, to perform their responsibilities. Any revocation, withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for [CONTRACTOR'S NAME] to properly perform this Contract shall be grounds for termination of this Contract for default.

18. ASSIGNMENT AND SUCCESSORS.

The contractor agrees not to assign, except for assignment of antitrust claims, rights or delegate

duties under this agreement, or subcontract any part of the performance required under the agreement (other than subcontractors identified in the contractor's bid or proposal response), without the express, written consent of the State. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, C.R.S., provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the Department of Personnel. Such assignment shall not be deemed valid until receipt by such Controller -- as distinguished from the State Controller -- and the contractor assumes the risk that such written notice of assignment is received by the controller for the Department of Personnel.

19. GOVERNMENTAL IMMUNITY. Notwithstanding any other provisions of this Contract, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, section 24-101, et. seq. , C. R. S. , as now or hereafter amended.

20. WAIVER. The waiver of any breach of a term, provision, or requirement of the Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

21. GOVERNING LAW AND VENUE. The laws of the State of Colorado shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any judicial action relating to performance of this contract shall be in the City and County of Denver.

22. YEAR 2000 WARRANTY.

The contractor warrants that any software, firmware, or supplies delivered, or services performed, this contract to be used before, during, and after the turn of the century (January 1, 2000) are "Year 2000 compliant." "Year 2000 compliant" means fault-free performance in the processing of date and date-related data (including, but not limited to calculating, comparing, and sequencing) by all software products, firmware, and supplies, individually and in combination as a system, when used in accordance with the product documentation provided by the contractor. Fault-free performance means:

- no invalid or incorrect results or abnormal termination prior to, during, and after January 1, 2000 as a result of date or date-related data or data processing that represents or references different centuries or more than one century; and
- proper calculation and handling of leap years; and
- except for normal user interfaces (e.g. four digit date entry) identified in the contractor's or vendor's documentation, such date data processing shall be transparent to the user.

In the event this warranty is breached, the State may elect to (1) return the software or supply and receive a refund of the purchase price (in the case of delivered software or supplies) or (2) require the contractor to make all code revisions or repairs/replacements of firmware or supplies, as well as revisions to associated documentation, at no cost to the State in order to ensure that the

software, firmware or supplies are Year 2000 compliant so long as notice of such defect is provided no later than 90 days after discovery. This warranty shall survive acceptance of the software, firmware, or supplies and is not subject to any disclaimer or limitation of warranty or other limitation of the contractor's liability which may be specified in the contract. The remedies specified herein shall not be exclusive remedies and shall not limit any other remedy at law or equity available to the State

23. ENTIRE UNDERSTANDING. This Contract constitutes the entire understanding between CUSTOMER and [CONTRACTOR'S NAME]. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

24. ORDER OF PRECEDENCE. In the event of conflicts or inconsistencies between this Contract and its Exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- 1) Colorado Special Provisions, pages _____ to _____.
- 2) Contract, pages _____ to _____.
- 3) The RFP, Exhibit A.
- 4) The Vendor's RFP Response, Exhibit B.
- 5) The Phase I Project Schedule, or subsequent Phase Detail Design Plan Project Schedule, Exhibit C.

Department or Agency Number _____
Contract Routing Number <u>99</u> -

SAMPLE STATE PRICE AGREEMENT

TELECOMMUNICATIONS DIGITAL TRUNK RADIO USER EQUIPMENT

THIS Price Agreement is made this _____ day of _____, in the year Nineteen Hundred and Ninety Nine, between the STATE OF COLORADO, acting by and through the Department of Personnel, General Support Services, Colorado Information Technology Services, with offices at 2452 West Second Avenue, Unit #19, Denver, CO, 80223, for the use and benefit of the state agencies and institutions and political subdivisions, each of whom are referred to herein as "State", or "Customer", or "Ordering Entity" as defined herein, and _____, a [State Name] Corporation with offices at _____, hereinafter referred to as "contractor" or "vendor."

RECITALS

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, [Contractor's NAME] has been selected as a successful vendor of State's Request For Proposal, RFP Number _____, for the purpose of providing user equipment for the integrated Digital Trunked Radio (DTR) System; and

WHEREAS, the procurement of these services is authorized by the Colorado Revised Statutes to be conducted by the Department of Personnel; and

WHEREAS, the State Division of Purchasing has selected contractor for award of a Permissive Price Agreement Number [for User Equipment Purchasing].

NOW THEREFORE, it is hereby agreed that in consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the State and contractor agree to the following terms and conditions shall apply to (CONTRACTOR'S

NAME]'s provision of services under this Price Agreement.

1. SCOPE.

1.1 General. This Price Agreement defines the unit prices or rates for services or user equipment compliant with the requirements in the request for proposal (Exhibit A) and the contractor's proposal (Exhibit B) and ordered pursuant to the terms of this Price Agreement. Except with respect to orders placed by it under this agreement, the Department of Personnel shall not be liable to contractor as a signatory to this price agreement for any breach by a State agency or other ordering entity of any payment or other obligation herein or under a purchase order or contract that orders services from this State Award.

1.2 Definitions.

"Order" shall refer to any purchase order, contract, or other authorized agreement used to order the services or user equipment priced in this price agreement. An order amended consistent with the requirements of any state agency, department, institution, or political subdivision shall also be governed by the same terms and conditions.

"Ordering Entity" means the State agency, department, institution, or political subdivision that places an order.

"This contract" or "the contract" shall refer to the integrated agreement consisting of the "order" and the terms of this price agreement.

"State agency" shall mean any department, agency, or institution of higher education of the State of Colorado, not including political subdivisions of the State of Colorado.

"Unless otherwise agreed" or "unless otherwise specified" shall mean those terms specified in the order.

"User equipment" shall be synonymous with "supplies" and shall refer to any hardware or software shown on the price agreement.

1.3 Whenever any order by an eligible State agency, department, institution, or political subdivision refers to this price agreement, the agreement between the parties shall consist of the terms of such order and this price agreement (including the requirements in the Exhibit A, the request for proposal, and Exhibit B, the contractor's proposal), except as modified consistent with this price agreement. The contractor shall insure that orders for services or user equipment pursuant to this Price agreement as a minimum specify:

- a. The services or user equipment being delivered;
- b. The place and time of delivery;

-
- c. A billing address;
 - d. The name, phone number, and address of the ordering entity's representative;
 - e. Any government-furnished property as provided in paragraph 10 (if applicable); and
 - f. The price, or in the case of services ordered on an hourly basis, the ceiling amount of the order or services being ordered.

1.4 Unless otherwise agreed, any user equipment or services ordered pursuant to the terms of this agreement shall be performed at or delivered F.O.B. destination to its designation location and installed by the vendor without additional cost to the ordering entity. The ordering entity shall not be deemed to have accepted any component, or piece of hardware and/or software until such time as said Hardware and/or Software has been installed, is operating in accordance with the specifications and is accepted by the ordering entity.

1.5. Order of Precedence. Except as otherwise specified in this agreement, the terms of this price agreement may not be modified or contradicted in any order by a State agency, department or institution without approval by the Division of Purchasing. Any conflict or inconsistency between the terms of an order and this price agreement shall be resolved by giving effect first to the terms of this price agreement other than the Exhibits, next to the terms of Exhibit A, the request for proposal, next to the terms of Exhibit B, the contractor's proposal, and finally to the terms of the ordering instrument (i.e. contract or purchase order).

2. PERFORMANCE PERIOD.

2.1. This Price Agreement shall be effective from _____ through _____.

2.2 Orders may be placed consistent with the terms of this price agreement during the period specified above. This price agreement may be renewed for four (4) one-year renewal periods by written notice to the contractor deposited in the mail before the end of the then-current performance period. The total duration of this price agreement, including the exercise of any options under this clause, shall not exceed five (5) years, unless another period is specified in this price agreement.

2.3 Orders must be placed pursuant to this price agreement prior to the expiration date but may have a delivery date or performance period up to 120 days past the then-current expiration date of this price agreement. The contractor is reminded that financial obligations of the State of Colorado and political subdivisions payable after the current applicable fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

2.4 Notwithstanding the expiration or termination of this price agreement, the contractor agrees to perform in accordance with the terms of any orders then outstanding at such expiration or termination. The contractor shall not honor any orders placed after the expiration or termination of this price agreement, or otherwise inconsistent with its terms. Orders from any indefinite quantity, task order, or other form of indefinite delivery order arrangement priced

against this price agreement may not be placed after the expiration or termination of this price agreement, notwithstanding the term of any such indefinite delivery order agreement.

3. PAYMENT.

3.1 The ordering entity shall pay the contractor the contract price (for projects negotiated as fixed price orders) or at the contract rate for services performed and accepted or supplies delivered and accepted (for orders priced otherwise). Unless otherwise specified in the order, payments will be made based on the monthly submission of statements detailing the dates, quantity, and description of services performed or supplies delivered. Incorrect payments to the contractor due to omission, error, fraud, or defalcation may be recovered from the contractor by deduction from subsequent payments under orders or other contracts between the ordering entity and the contractor.

3.2 In the event of renewal of this price agreement, or any amendment of its terms (including prices), unless otherwise specified in the order, the contractor shall perform in accordance with the terms of the price agreement current at the time of the order, and invoice at the rates in the price agreement in effect at the time services are performed under the order. Unless otherwise specified in the order, if the parties have agreed to delivery of supplies/equipment or to a firm, fixed price or guaranteed "not to exceed" ceiling price for completion of project services, the contractor will invoice monthly during progress of the work at the prices or rates in the price agreement current at the time of the order.

3.3. Unless otherwise specified in the order, for State work requested outside a 50 mile radius from Denver (in the case of ordering entities in the Denver metropolitan area), or from the location of the work (in the case of other State ordering entities), the State entity will pay the then-current State rates for travel, lodging, and per diem, not to exceed the ceiling amount in the order. The ordering entity must consent in advance to work that will require reimbursement under this provision.

3.4. Any applicable cash discount period or delinquency period will start from the date of receipt of an acceptable invoice, or from the date of receipt of acceptable supplies/equipment or services at the specified destination by an authorized agency representative, whichever is later.

3.5 State law and regulations provide that vendors will be paid by State agencies within forty-five days after receipt of products or services and a correct notice of amount due, unless otherwise agreed to by special conditions specified in the order. A State liability not paid within forty-five days is considered delinquent and, unless otherwise agreed to, interest on the unpaid balance shall be paid beginning with the forty-sixth day at the rate of one percent per month on the unpaid balance until paid in full. A liability shall not arise if a good faith dispute exists as to the agency's obligation to pay all or a portion of the liability. Vendors shall invoice State ordering entities for interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest to be paid, and the applicable interest date. (Section 24-30-202(24), C.R.S., as amended)

4. INSPECTION AND ACCEPTANCE. The ordering entity reserves the right to inspect services performed or user equipment delivered under this Contract at all reasonable times and places during the term of the Contract. If any of the services or supplies do not conform with Contract requirements, the ordering entity may reject nonconforming supplies or require the contractor to perform the services again in conformity with Contract requirements, with no additional payment. If the ordering entity elects to accept nonconforming tender, or when defects in quality or quantity of service cannot be corrected by re-performance, the ordering entity may (1) require the contractor to take necessary action to insure that the future performance conforms with the contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed or supply delivered. These remedies in no way limit the remedies otherwise available to the ordering entity in this Contract or remedies otherwise available at law or equity.

5. WARRANTIES. Contractor warrants that all supplies or services furnished under this Contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturer's recommendations or other industry standards, and will function in a failure-free manner for a period of one year from the date of acceptance of installation. Contractor shall, at its option, repair or replace any supplies or re-perform any services that fail to satisfy this warranty during the warranty period. Additionally, contractor agrees to assign to the ordering entity all written manufacturer's warranties relating to the supplies and to deliver such written warranties to the customer. The existence of this or any other express warranty in this Contract shall not impair or limit the remedies otherwise granted under this Contract to the ordering entity at law or equity.

6. TAX EXEMPT STATUS.

6.1 It is hereby recognized and acknowledged by [CONTRACTOR'S NAME] that State agencies are tax-exempt and is not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The State's FEIN # is 84-730123K. The State's tax exemption number is 98-02565. The State is also not liable for any taxes of [CONTRACTOR'S NAME] for franchise or related to the income of the [CONTRACTOR'S NAME]. No taxes of any kind shall be charged to the State. Contractor is hereby notified that when materials are purchased for the benefit of State ordering entities, some political subdivisions require the vendor to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the ordering entity, nor will any prices or rates in this price agreement be adjusted on account of such taxes.

6.2 Contractor will accord the same tax free treatment to political subdivision to the extent that they establish like exemption from taxes.

7. REPORTING. Contractor will submit quarterly volume reports to the Division of Purchasing showing total number and amount of orders, per ordering entity, in accordance with instructions provided by the Division of Purchasing. The first report will be due on or before the 15th day following the end of each quarter. Failure to submit these reports in a timely manner may be cause for termination of the price agreement. The Division of Purchasing reserves the

right to inspect and audit the contractor's records regarding any and all State projects performed by the contractor, and each ordering entity has the right to inspect and audit the contractor's records regarding any order placed by the ordering entity.

8. COMMUNICATIONS. With respect to orders placed by State ordering entities, all communications, including reports, notices, and advice of any nature, concerning administration of orders placed under this price agreement, must be furnished solely to the purchasing agent within the ordering entity's purchasing office, or to such other individual identified in writing in the order.

9. CONFIDENTIALITY. In the event the contractor or its employees shall obtain access to any confidential information, records or files of the ordering entity in connection with the performance of its obligations under this agreement or any order placed pursuant to this agreement, the contractor shall keep such records, files, and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the ordering entity. "Confidential information, records or files" shall not mean information which the ordering entity has denominated in writing as not confidential; or information which at the time of disclosure is in the public domain by having been printed and published and widely available to the public, e.g. information in public libraries or repositories. The contractor shall notify its employees in writing that they are subject to the confidentiality requirements set forth above.

10. FACILITIES AND/OR PROPERTY FURNISHED BY THE ORDERING ENTITY

10.1 The ordering entity shall deliver to the contractor, for use in connection with and under the terms of the contract, the facilities or property described in the order together with any related data and information that the contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "government-furnished property").

10.2. The ordering entity and its designees shall have access at all reasonable times to the premises in which any government-furnished property is located for the purpose of inspecting the property. The contractor shall maintain an inventory and accountability system acceptable to the ordering entity, and mark or tag the property in accordance with reasonable procedures of the ordering entity.

10.3. Risk of loss. Unless otherwise provided in the order, the contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, government-furnished property or facilities upon its delivery to or use by the contractor. However, the contractor is not responsible for reasonable wear and tear to property of the ordering entity or for government-furnished property properly consumed in performing the order.

10.4. Upon completing the order, or at such earlier dates as may be fixed by the ordering entity, the contractor shall submit, in a form acceptable to the ordering entity, inventory schedules covering all items of government-furnished property not consumed in performing the contract or delivered to the ordering entity. The contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the government-furnished property as may be directed or authorized

by the ordering entity. The net proceeds of any such disposal shall be credited to payment due under the order or shall be paid to the ordering entity as it may direct.

11. INTELLECTUAL PROPERTY RIGHTS OF ORDERING ENTITY. Any supplies or equipment delivered under this contract will be owned by the ordering entity. Any software, reports, data, manuals, or other documents, drawings or materials ("works") delivered or prepared by contractor in the performance of its obligations under this contract shall be subject to an irrevocable, nonexclusive, perpetual, paid-up, transferable license to use, and permit others to use for ordering entity purposes, the software, reports, data, or other documents, drawings, or materials. The use rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

12. DATA AND DOCUMENT DELIVERABLES.

12.1 Unless otherwise specified, the contractor shall deliver by the dates specified in the order the data or documents required by Exhibits A and B.

12.2 It is the intent of the parties that documentation be written so persons reasonably proficient in the use of the program language or generally familiar with the type of supply or equipment involved can efficiently use the documentation to understand the equipment functions, troubleshoot problems, and in the case of software, understand program structure, iterative and other control techniques, and decipher error messages should they occur. The contractor warrants that the delivered documentation will be sufficiently descriptive to enable maintenance and modification of the user equipment and software consistent with the intended uses of the user equipment and software.

13. YEAR 2000 WARRANTY

Unless otherwise specified in the order, the contractor warrants that any software, firmware, or supplies delivered, or services performed, under an order against this agreement to be used before, during, and after the turn of the century (January 1, 2000) are "Year 2000 compliant." "Year 2000 compliant" means fault-free performance in the processing of date and date-related data (including, but not limited to calculating, comparing, and sequencing) by all software products, firmware, and supplies, individually and in combination as a system, when used in accordance with the product documentation provided by the contractor. Fault-free performance means :

- no invalid or incorrect results or abnormal termination prior to, during, and after January 1, 2000 as a result of date or date-related data or data processing that represents or references different centuries or more than one century; and
- proper calculation and handling of leap years; and
- except for normal user interfaces (e.g. four digit date entry) identified in the contractor's or vendor's documentation, such date data processing shall be transparent to the user.

In the event this warranty is breached, the ordering entity may elect to (1) return the software or supply and receive a refund of the purchase price (in the case of delivered software or supplies)

or (2) require the contractor to make all code revisions or repairs/replacements of firmware or supplies, as well as revisions to associated documentation, at no cost to the ordering entity in order to ensure that the software, firmware or supplies are Year 2000 compliant so long as notice of such defect is provided no later than 90 days after discovery. This warranty shall survive acceptance of the software, firmware, or supplies and is not subject to any disclaimer or limitation of warranty or other limitation of the contractor's liability which may be specified in the contract or purchase order, or any exhibits, appendices, or any other document attached or incorporated in the contract or purchase order by reference. The remedies specified herein shall not be exclusive remedies and shall not limit any other remedy at law or equity available to the ordering entity.

14. REMEDIES

In addition to any other remedies provided for in this agreement or the order, and without limiting its remedies otherwise available at law, the ordering entity may exercise the following remedial actions if the contractor substantially fails to satisfy or perform the duties and obligations in the contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect, improper performance, activities, or inaction by contractor. These remedial actions are as follows:

1. Suspend Contractor's performance pending necessary corrective action as specified by the ordering entity without contractor's entitlement to adjustment in price/cost or schedule; and/or
2. Withhold payment to contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Request the removal from work on the contract of employees or agents of contractor whom the ordering entity justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract is contrary to the public interest; and/or
4. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by contractor cannot be performed or if performed would be of no value to the ordering entity. Denial of the amount of payment must be reasonably related to the amount of work or performances lost to the ordering entity.
5. Terminate the contract for default.

The above remedies are cumulative and the ordering entity, in its sole discretion, may exercise any or all of them individually or simultaneously.

15. TERMINATION FOR CONVENIENCE

This price agreement may be terminated by either the State or the contractor upon sixty (60) days written notice. Upon notice of termination no orders may be accepted by the contractor with

performance periods extending beyond the effective date of termination. However, subject to the right of the ordering entity to terminate, or as otherwise agreed between the parties, the contractor will perform obligations consistent with this agreement for orders in effect on the effective date of the termination.

Unless otherwise agreed, the ordering entity through its designated procurement officer (or other authorized representative), may terminate the contract for convenience, and such termination shall be governed by this provision.

a. **Termination.** The procurement officer may, when the interests of the ordering entity (also known as "purchasing agency") so require, terminate this contract in whole or in part, for the convenience of the ordering entity. The procurement officer shall give at least twenty (20) days written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. This in no way implies that the ordering entity has breached the contract by exercise of the Termination for Convenience Clause.

b. **Contractor's Obligations.** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor must still complete and deliver to the ordering entity the work not terminated by the Notice of Termination.

c. **Compensation.**

(i) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data bearing on such claim. If the contractor fails to file a termination claim within 90 days from the effective date of termination, the procurement officer may pay the contractor, if at all, an amount set in accordance with subparagraph c(iii) in this paragraph.

(ii) The procurement officer and the Contractor may agree to a Settlement provided the contractor has filed a termination claim supported by cost or pricing data and that the settlement does not exceed the total contract price plus Settlement costs, reduced by payments previously made by the purchasing agency, the proceeds of any sales of supplies and manufactured materials made under agreement, and the contract price of the work not terminated.

(iii) Absent complete agreement under subparagraph c(ii) of this paragraph, the procurement officer shall pay the Contractor the following amounts, provided payments agreed to under subparagraph c(ii) shall not duplicate payments under this subparagraph:

(a) contract prices or rates for supplies delivered and accepted or services performed and accepted under the contract;

(b) costs incurred in performing services at the agreed unit price where work has been priced as a not-to-exceed to lump sum price for a completion deliverable;

(c) the reasonable Settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of the termination claims and supporting data with respect to the terminated portion of the contract, together with reasonable storage, transportation, and other costs incurred in connection with user equipment shipped and not accepted by the ordering entity. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price reduced by the amount of payments otherwise made, and the contract price of work not terminated.

(iv) Costs claimed or agreed to under this section shall be in accordance with applicable sections of the Colorado State Procurement Code.

16. TERMINATION FOR DEFAULT

Unless otherwise agreed, the ordering entity (also referred to as "purchasing agency") through its designated procurement officer (or other authorized representative) may terminate the contract for default, and such termination shall be governed by this provision.

a. **Default.** If the contractor refuses or fails to timely perform any of the provisions of this contract, with such diligence as will ensure its completion within the time specified in this contract, the procurement officer may notify the contractor in writing of the non-performance, and if not corrected with ten (10) days of receipt of such notice, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

b. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the procurement officer, the contractor shall take timely reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the purchasing agency has an interest.

c. **Compensation.** Payment for completed supplies delivered and accepted by the purchasing agency and for acceptable services performed and accepted by the purchasing agency shall be at the contract price. The purchasing agency may withhold amounts due to the contractor as the procurement officer deems to be necessary to protect the purchasing agency against loss because of outstanding liens or claims of former lien holders and to reimburse the purchasing agency for the excess costs incurred in procuring similar goods and services.

d. **Excuse for Nonperformance or Delayed Performance.** The contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms if such failure arises out of acts of God; acts of the public enemy; acts of the any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. Upon request of the contractor, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's

progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the purchasing agency.

e. **Erroneous Termination for Default.** If after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

17. INSURANCE

a. The contractor shall obtain, and maintain at all times during the term of this agreement and orders under this agreement insurance in the following kinds and amounts:

(i) Standard Worker's Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

(ii) General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverages;

(1) Combined single limit of \$600,000 written on an occurrence basis.

(2) Any aggregate limit will not be less than \$1 1000,000.

(3) Combined single limit of \$600,000 for policies written on a claims-made basis.

The policy shall include an endorsement, certificate, or other evidence that coverage extends three years beyond the performance period of this price agreement.

(4) If any aggregate limits are reduced below \$600,000 because of claims made or paid during the required policy period, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

b. The State of Colorado shall be named as additional insured on each liability policy.

c. The insurance shall include provisions preventing cancellation without 60 days prior notice by certified mail to the State.

d. The contractor shall provide certificates showing adequate insurance coverage to the State within 7 working days of award or contract execution, unless otherwise agreed.

18. INDEPENDENT CONTRACTOR RELATIONSHIP

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN

INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE, NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE ORDERING ENTITY. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID PURSUANT TO THE CONTRACT, CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE ORDERING ENTITIES DO NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE, CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE ORDERING ENTITY TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

19. LICENSES, PERMITS, AND RESPONSIBILITIES

Contractor certifies that, at the time of entering into this agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the services and/or deliver the supplies covered by this agreement. Contractor warrants that it will maintain all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform this agreement and orders under this agreement, without reimbursement by the ordering entity or other adjustment in contract price. Additionally, all employees of contractor performing services shall hold the required licenses or certification, if any, to perform their responsibilities. Contractor further certifies that, if a foreign corporation or other entity, it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or nonrenewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for contractor to properly perform this agreement or orders under this agreement, shall be grounds for termination of the contract for default.

20. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision of the contract to the contrary, no term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, section 24-10-101, *et seq.*, C.R.S., as now or hereafter amended.

21. ASSIGNMENT AND SUCCESSORS

The contractor agrees not to assign rights or delegate duties under this agreement or orders placed under this agreement, or subcontract any part of the performance required under the

agreement or orders (other than subcontractors identified in the contractor's bid or proposal response), without the express, written consent of the State, in the case of this price agreement, and the ordering entity, in the case of orders placed under this price agreement. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, C.R.S., provided that, in the case of ordering entities who are State agencies, written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this contract. Such assignment shall not be deemed valid until receipt by such controller - as distinguished from the State Controller -- and the contractor assumes the risk that such written notice of assignment is received by the controller for the State agency, department, or institution involved.

22. SEVERABILITY

To the extent that the contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of the contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. Any order placed by any enrolled entity pursuant to this price agreement shall be severable, and the Division of Purchasing shall not be a party to any such purchase order or contract.

23. WAIVER

The waiver of any breach of a term, provision, or requirement of the contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

24. ENTIRE UNDERSTANDING

This agreement and orders placed hereunder are intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment thereto shall have any force or effect whatsoever, unless embodied herein in writing.

25. SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, the parties understand and agree that there are terms and conditions of the contract which may require continued performance, compliance, or effect beyond the termination date of the price agreement and order, and such terms and conditions shall survive such expiration or termination of the orders and this price agreement and shall be enforceable by the ordering entity in the event of such failure to perform or comply by the contractor.

26. GOVERNING LAW AND VENUE

The laws of the State of Colorado shall be applied in the interpretation, execution, and enforcement of this price agreement and orders under it. Unless otherwise agreed, venue for any

action related to performance of this contract where the ordering entity is a State agency shall be the City and County of Denver.

27. COLORADO SPECIAL PROVISIONS. The following Colorado Special Provisions, required by Fiscal Rule 3-1, 1 CCR 101-1, shall be applicable to any order placed by an agency, department, or institution of the State of Colorado and shall govern in the event of any conflict or inconsistency between the terms of any order and this price agreement. With respect to paragraph 1 of the Special Provisions, State Controller or designee approval is not required for State purchase orders issued against this price agreement by State purchasing agents.

APPENDIX I-B

MICROWAVE/RADIO SITES WITHIN THE BOUNDARIES OF THE PHASE I

* - Shared or other agency sites

(B – Building / T – Tower / F – Floor)

Site Code	Latitude	Longitude	Elevation	Structure/height	Equipment	AUX
DTB	39-41-31	104-56-09	5450	T – 140'	MW – VHF	GEN
SSB	39-44-26	104-59-05	5300	B – 130'(8F)	MW	GEN
DOW	39-48-25	104-59-07	5200	T – 100'	MW - VHF	NO
CGW	39-44-05	105-10-12	5720	T – 140'	MW - VHF	GEN
LWD	39-43-34	105-06-22	5580	B – 70'(5F)	MW - VHF	GEN
FKT	39-22-23	104-40-46	6650	T – 140'	MW - VHF	GEN
DRDC	39-46-02	104-51-37	5291	B+T – 30'(2F)+80'	MW - VHF	GEN
HWY6	39-40-49	104-55-15	5460	T – 80'	MW - VHF	NO
HWY1	39-40-49	104-55-15	5460	T – 140'	MW - VHF	NO
FLMH	39-38-26	105-01-59	5380	B – 75'(5F)	MW	NO
*SMK	39-36-10	104-43-03	6103	T -	MW	GEN
*ZAP	39-41-20	104-29-09	5840	T – 300'	MW	GEN
*ACJC	39-34-56	104-49-55	5760	B – 100'(6F)	MW	GEN
*CENT	39-44-13	104-59-05	5277	B – 120'(8F)	VHF	GEN
*WCK	39-10-28	105-02-00	9196	T – 180'	VHF	GEN
*LBH	39-44-18	104-24-03	5520	T – 180'	VHF	BAT
*GMT	39-41-46	105-09-54	6678	T – 80'	VHF	BAT
*FITZ	39-44-25	104-50-26	5400	B – 180'(9F)	VHF	?
*ADCO	39-54-00	104-59-26	5480	T -	VHF	GEN
*FCC	39-43-25	105-08-44	5840	B – 30'(2F)	VHF	NO
*ACC	39-36-32	105-01-08	5345	B – 45'(3F)	VHF	GEN
*JCA	39-54-37	105-09-55	5848	T – 35'	VHF	NO
*CHTB	39-33-48	105-02-06	5380	B – 20'(1F)	VHF	NO
*CCRB	39-37-36	104-49-44	5640	B – 20'(1F)	VHF	NO
*AHEC	39-45-25	105-00-08	5300	B – 90'(6F)	VHF	?
*CUMC	39-43-51	104-56-21	5375	B – 75'(5F)	VHF	GEN
*EBT	39-18-46	104-33-49	6808	T – 80'	VHF	NO
*GDN	39-45-03	105-13-20	5790	B – 60'(4F)	VHF	NO
*GDNA	39-44-25	105-11-01	5859	B – 20'(1F)	VHF	NO

SITES WITHIN 15 MILES OF PHASE I BOUNDARIES

Site Code	Latitude	Longitude	Elevation	Structure/height	Equipment	AUX
SQW	39-40-52	105-29-44	11486	T - 80'	MW - VHF	GEN
RMAH	39-18-10	104-08-49	6179	T – 300'	MW	GEN
MED	40-14-24	105-03-19	5210	T – 120'	MW - VHF	GEN
*GGPB	39-52-35	105-26-54	9150	B – 20'	VHF	NO

All sites need to be visited to evaluate the available mounting space, room for equipment and any RF path blockage.